

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY!

INITIAL

NAME			
ADDRESS	STREET		
	CITY	PROVINCE/STATE	CODE/ZIP
BIRTHDATE	YEAR	MONTH	DAY
	AGE	MALE/FEMALE	
LOCAL ADDRESS	LOCAL PHONE		

TO: WHISTLER ALPINE GUIDES BUREAU LTD., BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP, WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP, INTRAWEST ULC, CALLAGHAN COUNTRY WILDERNESS ADVENTURES LTD., THE ESCAPE ROUTE ADVENTURE GROUP INC., CANADIAN AVALANCHE ASSOCIATION, and ASSOCIATION OF CANADIAN MOUNTAIN GUIDES (hereinafter collectively referred to as the "OPERATORS"), HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, and their directors, officers, employees, ski guides, climbing guides, mountain guides, instructors, agents, independent contractors, subcontractors, representatives, successors and assigns, and all guides and instructors employed by, retained by or associated with the Operators (all of whom are hereinafter collectively referred to as the "RELEASEES").

DEFINITIONS

In this Agreement, the term "ski touring and mountaineering " shall include, but is not limited to: skiing; snowboarding; telemark skiing; avalanche instruction; ice climbing; rock climbing; mountaineering; snowshoeing; hiking; camping; and all travel by motor vehicle, snowmobile, helicopter and other conveyances; and all activities, services and use of facilities either provided by or arranged by the Operators.

ASSUMPTION OF RISKS - AVALANCHES, ALPINE TERRAIN, BACKCOUNTRY TRAVEL, WEATHER ETC. I am aware that ski touring and mountaineering involve risks, dangers and hazards in addition to those normally associated with skiing, snowboarding and mountaineering. Serious injury or death may result from a fall while ski touring and mountaineering. Avalanches occur frequently in the backcountry used for ski touring and mountaineering. I acknowledge and accept that the Releasees may fail to predict whether the alpine terrain is safe for ski touring and mountaineering, or whether an avalanche may occur. The alpine terrain used for ski touring and mountaineering is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: ice and snow cornices; crevasses; ice and rock fall; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; snowcat roads and road banks, fences, and other man-made structures; impact or collision with other persons; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKI TOURING AND MOUNTAINEERING.** Persons may become lost or separated from their party or guide. Communication in the backcountry is difficult and in the event of an accident, rescue and medical treatment may not be available. Equipment used for ski touring and mountaineering may fail when being used for its intended or unintended use. Alpine weather conditions may be extreme and can change rapidly and without warning.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS ASSOCIATED WITH SKI TOURING AND MOUNTAINEERING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND LOSS RESULTING THEREFROM.

NOTICE TO PARTICIPANTS USING SNOWBOARD, SNOWSHOES AND TELEMAR SKIS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard, snowshoe and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances. The use of a safety strap or retention device by snowboarders or telemark skiers without ski brakes, will increase the risk of not surviving an avalanche.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE OPERATORS providing me with ski touring and mountaineering services, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may have in the future against **THE RELEASEES and TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer as a result of my participation in ski touring and mountaineering, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKI TOURING AND MOUNTAINEERING REFERRED TO ABOVE;**

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in ski touring and mountaineering;
3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of ski touring and mountaineering other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20 _____

Witness

Signature of participant
Signature of parent or guardian (if participant is under 19 years of age)
Print name clearly