

# ADVENTURE ACTIVITIES

## 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:

First Name:	Last Name:	<b>Office use only</b>
Address: State / Prov:	City:	<b>Date:</b>
Country: Date of Birth:	Zip/Postal Code:	<b>Trip:</b>
Whistler Hotel/Residence:	Email:	<b>Guide:</b>

To: WHISTLER COAST MOUNTAIN GUIDES LTD. (the OPERATORS), VAIL RESORTS INC. BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP, WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP, WHISTLER BLACKCOMB HOLDINGS INC., WHISTLER BLACKCOMB EMPLOYMENT CORP., HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AND ALL TOUR OPERATORS WHO PROVIDE OR MAKE AVAILABLE FACILITIES, PREMISES OR SERVICES FOR THE OPERATORS, and their respective directors, officers, employees, agents, guides, volunteers, independent contractors, subcontractors, representatives, successors and assigns (hereinafter collectively the RELEASEES)

### DEFINITIONS

In this agreement, the term "adventure activities" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by THE OPERATORS and shall include, but not limited to: tours; sightseeing; nature walks; hiking; backpacking; cross country skiing; snowshoeing; backcountry skiing; swimming; climbing; mountaineering; glacier walks; glacier traveling; ski touring; mountain biking, canoeing, canyoneering; demonstrations and events; travel to and from the trail head or marshalling areas; back country travel; orientation and instructional courses, seminars and sessions; and other such activities, events and services in any way connected with or related to THE OPERATORS.

### ACKNOWLEDGMENT - SAFETY

I am aware that there are technicians, guides or instructors available to answer any questions that I may have as to proper use of equipment. I am aware that the physical exertion required of adventure activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with adventure activities.

Initial

### ASSUMPTION OF RISKS

I am aware that adventure activities involve risks, dangers and hazards including, but not limited to: changing weather conditions; variation or steepness in terrain; loss of balance; variation or changes in terrain surface including holes, depressions, loose gravel, exposed rock, snow, ice, earth and other natural objects; streams, creeks, lakes, rivers and glaciers; trees, tree wells, tree stumps, forest deadfall or other natural or man-made objects; rock slides; avalanches; encounters with wildlife, including bears and cougars; travel on highways and back country roads, collision with persons or vehicles; nightfall; becoming lost or separated from the guides, instructors or other participants; equipment malfunction; failing to act safely or within one's ability or stay within designated areas; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES.** The terrain used for adventure activities may be uncontrolled, unmarked and not inspected. Communication in the remote terrain which is sometimes used for adventure activities is difficult and in the event of an accident, rescue and medical treatment may not be readily available.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE RESPONSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE RELEASEES allowing me to participate in adventure activities and permitting my use of their property, trails, terrain parks, equipment and other facilities (the "facilities"), 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 in the future have against THE RELEASEES and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death I may suffer as a result of my use of the facilities or my participation in adventure activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER 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 ADVENTURE ACTIVITIES REFERRED TO ABOVE;**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage of, or personal injury to , any third party resulting from my use of the facilities or my participation in adventure activities;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators 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 given 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 written representations or statements made by the Releasees with respect to the safety of adventure activities, other than what is set forth in this Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND 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, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Signature of participant:**

Witness (WCMG representative)

Sign: \_\_\_\_\_ Print: \_\_\_\_\_

**Print Name:**

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, DATED AND SIGNED, AND WITNESSED BY US PRIOR TO PARTICIPATING WITH US

**Signature of parent or guardian if under 19**