

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter the "Release Agreement")**

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

Signature

LAST NAME		FIRST NAME		INITIAL
DATE OF BIRTH		AGE	MALE <input type="checkbox"/>	FEMALE <input type="checkbox"/>
STREET/APT		CITY	PROVINCE/STATE	POSTAL CODE
TELEPHONE		EMAIL		

**TO: Glacier Resorts Ltd., Kootenay Snow Sports Society and Her Majesty the Queen in the Right of the Province of British Columbia and their respective directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, successors and assigns, (all of whom are hereinafter collectively referred to as the "Releasees").**

**DEFINITIONS**

In this agreement, the term "**Wilderness Adventures**" shall include all activities, transportation, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: skiing, snowboarding, snowcat skiing, sightseeing, hiking, rental or use of skis, snowboard and demonstrations, orientational and instructional courses; loading, unloading and travel by or movement in or around, snowcats; and other such activities, events and services in any way connected with or related to the **Releasees**.

**ASSUMPTION OF RISKS**

I am aware that participating in Wilderness Adventures involve risks, dangers and hazards in addition to those normally associated with downhill skiing or snowboarding and snowmobiling. Avalanches occur frequently in the alpine terrain used for Wilderness Adventures and may be caused by natural forces or by other participants in Wilderness Adventures. I acknowledge and accept that the Releasees may fail to predict whether the alpine terrain is safe for Wilderness Adventures or whether an avalanche may occur. The alpine terrain used for Wilderness Adventures 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; 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; crevasses; snowcat roads and road banks, fences, and other man-made structures; impact or collision with other participants in Wilderness Adventures; the failure to ski or snowboard safely or within one's own ability or within designated areas; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WILDERNESS ADVENTURES.** Participants in Wilderness Adventures may become lost or separated from their party or guide. Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Alpine weather conditions may be extreme and can change rapidly and without warning, making travel by snowcat hazardous.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ADVENTURES 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 Wilderness Adventures and permitting my use of their property, 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 that I may suffer or that my next of kin may suffer as a result of my use of the Facilities or participation in Wilderness Adventures, 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. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF WILDERNESS ADVENTURES REFERRED TO ABOVE;

- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage of, or personal injury to, any third party as a result of my use of the facilities or participation in Wilderness Adventures;
- This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives in the event of my death or incapacity;
- This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Release 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 Wilderness Adventures, other than what is set forth in this Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING THIS RELEASE 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 Witness
Print name of witness

Signature of participant
Print name clearly
Signature of parent or guardian if under 19 years