

**MT. SEYMOUR RESORTS LTD.  
SPECIAL EVENT WAIVER**

**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**

**INITIAL**

**PLEASE READ CAREFULLY!**

<i>Name</i>	<i>First</i>	<i>Last</i>		
<i>Address</i>	<i>Street</i>			<i>Apt#</i>
	<i>City</i>	<i>Province</i>	<i>PC</i>	<i>Phone</i>
<i>Birthdate</i>	<i>Year</i>	<i>Month</i>	<i>Day</i>	<i>Age</i>
				<i>Male/Female</i>

**TO: MT. SEYMOUR RESORTS LTD.  
AND TO: THE SPECIAL EVENT SPONSORS**

**DEFINITIONS**

In this Agreement:

- a) The term **"Special Event"** shall include any activity which is organized, conducted or sponsored by Mt. Seymour Resorts Ltd. and shall include but is not limited to, races, competitions, demonstrations and other such events or activities;
- b) the term **"Special Event Sponsors"** shall include any ski area operator, individual, corporation, association, institution, or organization that is associated with the Special Event as an organizer, promoter, sponsor or advertiser; and
- c) The term **"Releasees"** shall include Mt. Seymour Resorts Ltd. and the Special Event Sponsors, and their directors, officers, employees, agents, volunteers, independent contractors, subcontractors, representatives, successors and assigns.

**ASSUMPTION OF RISKS** – I am aware that participation in the Special Event involves many inherent risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; exposed rock, earth, ice, or other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of snow or ice on or beneath the skiing and snowboarding surface; changes or variation in the skiing and snowboarding terrain which may create blind spots or areas of reduced visibility; changes or variations in the skiing and snowboarding surface or subsurface, including changes due to man-made or artificial snow; variable and difficult snow conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; impact or collision with lift structures, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles and other vehicles, equipment, structures, or objects or equipment used in connection with skiing, snowboarding or racing; snowcat roads, road-banks or cut-banks; impact or collision with other skiers, snowboarders, racers, spectators, participants, competitors, course officials; avalanches; the failure to ski or snowboard safely or within one's own ability or within designated areas; negligence of other skiers, snowboarders, racers, spectators, participants, competitors, course officials; and **NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE SPECIAL EVENT.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many are unmarked.

**I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

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

In consideration of **THE RELEASEES** accepting my application to participate in the Special Event and permitting my use of their ski lifts, ski runs and trails, snowboard terrain parks, race courses and other 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 participation in the Special Event, **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 ASSOCIATED WITH THE SPECIAL EVENT 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 the Special Event;
3. 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 in capacity;
4. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and
5. Any litigation involving the parties to this Agreement shall be brought within 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 the Special Event, 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.**

<i>Signature of Witness</i>	<i>Signature of Participant (or Parent/Guardian if 18 or younger)</i>		
<i>Print name clearly</i>	<i>Today's Date</i>	<i>Month</i>	<i>Year</i>

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE PARTICIPANT, AND WITNESSED, BEFORE A PARTICIPANT WILL BE PERMITTED TO TAKE PART IN SPECIAL EVENTS.