

# 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

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

**To:** WHISTLER ALPINE GUIDES BUREAU LIMITED, BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP, WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP, WHISTLER BLACKCOMB HOLDINGS INC., WHISTLER BLACKCOMB EMPLOYMENT CORP, THE ESCAPE ROUTE ADVENTURE GROUP INC., SEA TO SKY GONDOLA CORP, SEA TO SKY GONDOLA LIMITED PARTNERSHIP 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, hiking guides, mountain guides, agents, independent contractors, subcontractors, representatives, successors and assigns, and all guides 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 “**hiking and climbing**” shall include, but is not limited to: hiking; backpacking; scrambling; via ferrata; rap jumping; rock climbing; rappelling; mountaineering; snow and ice climbing; camping; glacier travel and all travel by motor vehicle, helicopter, and other conveyances; and all activities, services and use of facilities either provided by or arranged by the Operators.

**ASSUMPTION OF RISKS - ALPINE TERRAIN, BACKCOUNTRY TRAVEL, WEATHER ETC.** I am aware that hiking and climbing involves risks, dangers and hazards. Serious injury or death may result in the event of a fall while hiking and climbing. I acknowledge and accept that the releasees may fail to predict whether the terrain is safe for hiking and climbing. The terrain used for hiking and climbing is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards. These may include, but are not limited to: avalanches; ice and snow cornices; ice and rock fall; trees, tree wells and treestumps; creeks; rocks; boulders; forest dead-fall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; crevasses; fences, wildlife encounters and other man-made structures; 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 HIKING AND CLIMBING.** Persons may become lost or separated from their party or guide. Communication in the back-country is difficult and in the event of an accident, rescue and medical treatment may not be available. Equipment used for hiking and climbing 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 HIKING AND CLIMBING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND LOSS RESULTING THEREFROM.

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

In consideration of THE OPERATORS providing me with hiking and climbing 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 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 hiking and climbing, 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 FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF HIKING AND CLIMBING 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 hiking and climbing;
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 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 hiking and climbing, 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
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Signature of participant
Signature of parent or guardian (if participant is under 19 years of age)
Print name clearly