

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

TO: SUN PEAKS RESORT CORPORATION (dba VDL Rental Shop, Time to Ride Ski Shop, Elevation Boardshop)

RENTAL AGREEMENT

1. I accept full responsibility for the care of the rental equipment (the "Equipment") listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed date.
2. [DOWNHILL SKI EQUIPMENT ONLY] I have made no misrepresentation in regard to my height, weight, age or skier type. (This information is required in order to properly adjust the ski boot/binding settings). I agree to verify that the settings appearing in the visual indicator windows on the bindings correspond with the settings to be recorded on this form.
3. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer any questions I may have as to the proper use of the Equipment.
4. I also to agree to return the Equipment in clean condition to avoid any additional charges.

ASSUMPTION OF RISKS

I am aware that alpine skiing, snowboarding, cross country skiing, skiboarding and snowshoeing involve risks, dangers and hazards and that injuries are a common and ordinary incurrence of these sports.

ALPINE SKIING. I understand that the boot/binding system will not release at all times or under all circumstances, that it is not possible to predict every situation in which the system will release, and that the system is not guaranteed that the user will not be injured.

SNOWBOARDING, CROSS COUNTRY, SKIBOARDING, SNOWSHOEING. I understand that the boot/binding system for this equipment is not designed or intended to release and will not release under normal circumstances. I understand that as the boot/binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

HELMETS I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. I recognise that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental of the Equipment, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against SUN PEAKS RESORT CORPORATION and the manufacturer and distributor of the Equipment, and their directors, officers, employees, agents, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "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, resulting from or arising out of any aspect of my use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES in respect of the design, manufacture, selection, installation, maintenance or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of the Equipment;
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 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.

I HAVE READ AND UNDERSTAND THIS AGREEMENT 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.

Signature of User

Date

Signature of Renter

Signature of Witness

Printed Name of Renter

Printed Name of Witness

THIS AGREEMENT MUST BE SIGNED, DATED AND WITNESSED BY US PRIOR TO RENTING FROM US