

# STUDENT ACTIVITY PROGRAM

## SUN PEAKS RESORT CORPORATION

### 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, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES (hereinafter collectively referred to as "The Operators")

**AND TO:** HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (hereinafter referred to as "The Province")

**DEFINITION:** In this agreement, the term "recreational activities in the controlled recreational area" shall include all activities or involvement in any way connected or associated with lift accessed & non-lift accessed activities; including but not limited to skiing, snowboarding, telemark skiing, cross country skiing, or sight seeing through out the controlled recreation area or with orientation, instruction, training or guiding given by The Operators.

**ASSUMPTION OF RISKS:** I am aware that recreational activities in the controlled recreational area involves many risks, dangers and hazards including, but not limited to; boarding, riding or disembarking lifts; changing weather conditions; exposed rock, earth, or other natural or man made objects; trees, tree wells, tree stumps and forest dead fall; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the surface or sub-surface; streams, creeks; collision with lift towers, fences, equipment, vehicles or structures; collision with other participants, spectators or bystanders; negligence of other participants, spectators or bystanders; and **NEGLIGENCE ON THE PART OF THE CONTROLLED RECREATIONAL AREA OPERATOR OR ITS STAFF INCLUDING THE FAILURE ON THE PART OF THE OPERATORS AND THE PROVINCE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RECREATIONAL ACTIVITIES IN THE CONTROLLED RECREATIONAL AREA.** I am also aware that the risks dangers and hazards referred to above exist throughout the controlled recreational area and that many are unmarked.

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH RECREATIONAL ACTIVITIES IN THE CONTROLLED RECREATIONAL AREA AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:** In consideration of the Operators and the Province allowing me to use their lands and premises for the purpose of participating in recreational activities in the controlled recreational area and permitting my use of the restaurants, parking, trails and other facilities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against, THE OPERATORS AND THE PROVINCE, and its directors, officers, employees, agents, representatives, sponsors, 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 either my participation in recreational activities in the controlled recreational area ,or my presence around the recreational activities in the controlled recreational area areas, 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. 1956, c. 33T. ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF RECREATIONAL ACTIVITIES IN THE CONTROLLED RECREATIONAL AREA REFERRED TO ABOVE:

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 participating in recreational activities in the controlled recreational area;
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.
6. Equipment Damage: I agree to pay for any damage, and to replace at full retail value, any equipment of the Releasees that I may cause damage to.

**PHOTO RELEASE** - I consent to photographs taken of me during my participation in race activities, and to publication of the photographs by the Releasees for advertising, promotional and marketing purposes.

In entering into this agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of race 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.**

<b>Name</b>	First	Middle	Last
<b>Address</b>	Street		
	City	Prov. / State	Code
<b>Contact</b>	Home Phone	Work Phone	Cell Phone
			Other

Witness
Please print name clearly

Signature of participant
Please print name clearly
Signature of Guardian if participant is under 19 years of age
Please print name clearly