

**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 FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE
OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Initial

TO: SUN PEAKS RESORT LLP, SUN PEAKS RESORT (MP) CORPORATION, SUN PEAKS GRAND LLP, SUN PEAKS GRAND (MP) LTD. and their respective directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, equipment manufacturers, equipment distributors, successors and assigns, (all of whom are hereinafter collectively referred to as the "RELEASEES").

RENTAL AGREEMENT

I accept full responsibility for the equipment rented under this Agreement (the "Equipment"). I agree to pay for any damage and replace the Equipment at full retail value if not returned by the agreed date.

MOUNTAIN BIKE SAFETY

I have been advised to wear an approved helmet and other protective equipment while mountain biking. I am aware that helmets are mandatory in the Bike Park. I have been advised to carefully review the Mountain Bikers Responsibility Code, Mountain Bike Checklist and the Bike Park Rules for further safety information.

ASSUMPTION OF RISKS

I am aware that injuries are a common and expected part of mountain biking. Mountain biking takes place on steep and rugged terrain and features that are both physically and technically challenging and will expose the rider to many risks, dangers and hazards including but not limited to: mechanical failure of bicycles; improperly adjusted or maintained equipment; unexpected or unanticipated variation or steepness in terrain, trails or features; inability to control speed and direction; loss of balance; collisions with manmade and nature objects including trees and rocks; collisions with vehicles, cyclists or 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 PROTECT OR SAFEGUARD ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

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

- 1. I AGREE 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 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, participation in mountain biking or presence on the Premises, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337**, in respect of the selection or maintenance of the Equipment or in respect of the provision or failure to provide any warnings, directions or instructions as to the use of the Equipment or mountain biking safety;
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from all liability for any property damage, loss or personal injury to any third party resulting from my use of the Equipment or participation in mountain biking;
3. 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;
4. 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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia and no other jurisdiction.

I HAVE READ AND I AGREE TO THIS AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of User
Print name of User
Date

Signature of Renter (Signature of parent or guardian if User is under age 19)
Print name of Renter
Signature of Sales Agent