

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

(hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE
OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

This Release Agreement shall apply to all subsequent season pass & card renewals.

INITIAL

TO: SUN PEAKS RESORT LLP, SUN PEAKS RESORT (MP) CORPORATION SUN PEAKS GRAND (MP) LTD., SUN PEAKS GRAND LLP and their respective directors, officers, employees, instructors, guides, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, assigns, and special events organizers, promoters, sponsors and advertisers (hereinafter collectively referred to as the "Releasees").

DEFINITION:

In this Release Agreement:

- (a) The term "Activities" shall include skiing, snowboarding, cross-country skiing, ice-skating, fat tire biking, snowshoeing, snow tubing, golfing, hiking, participating in snow school lessons, clinics and session and Special Events and other related activities; and
- (b) The term "Special Events" shall include any activity which is organized, conducted or sponsored by the Releasees and shall include, but is not limited to, races, competitions, demonstrations and other events or activities.

| | | | | |
|----------------|-------------|-----------|----------------------------|------------|
| Name | Last | First | Date of Birth (dd/mm/yyyy) | |
| Address | Street | City | | Prov/State |
| | Postal Code | Telephone | Email | |

ASSUMPTION OF RISKS

I am aware that participating in the Activities and Special Events involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; avalanches; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest deadfall; the condition of snow or ice on or beneath the surface; variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles, golf carts or other vehicles, equipment or structures; encounters with domestic and wild animals; collision with other persons; loss of balance or control; slips, trips and falls; being hit by stray golf balls or golf clubs; accidents during snow school lessons; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; negligent first aid; negligence of 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 SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist throughout and beyond the ski area and that many hazards are unmarked. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for a Season Pass and permitting my participation in the Activities and Special Events and permitting my use of the lifts, ski runs, trails, terrain parks, race courses, restaurants, day lodge, parking, access roads and other ski area facilities (hereinafter "the premises"), 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 use of or my presence on the premises or my participation in the Activities or Special Events **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. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS 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 use of or presence on the premises or participation in the Activities or Special Events or travel beyond the ski area boundary;
3. This Release 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 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.

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of participating in the Activities or Special Events other than what is set forth in this Agreement.

I hereby grant permission to the Releasees to use photographic or video representations of me during my participation in the Activities and Special Events and to publish the photographs and video for advertising, promotional and marketing purposes.

The Season Pass issued to the Passholder is the property of Sun Peaks Resort, is not transferable, not for resale and is revocable for misconduct or breach of the Alpine Responsibility Code.

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

Signed this _____ day of _____, 20_____.

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| Signature of Passholder (Signature of parent or guardian if Passholder is under age 19) |
| Please print name clearly |

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|--------------------------------------|
| Signature of Witness |
| Please print name of Witness clearly |