

**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 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 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 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; accidents during snow school lessons; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; 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 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 the Province of British Columbia and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release 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 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 AND UNDERSTAND THIS RELEASE 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____.

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

Signature of Witness
Please print name of Witness clearly

REFUND OPTION (Season Passes)



Program Features

Subject to the exceptions, limitations and other provisions of this Refund Option, a season pass holder who has purchased the Refund Option, is entitled to a refund specified below in the event of sickness, injury, or involuntary job transfer. The Refund Option commences on the date the fee is paid and terminates at the conclusion of the Sun Peaks Ski Season. Under the described Refund Schedule, participating season pass holders are entitled to recover all or a portion of the purchase price of their season pass in the event that:

- Injury, death or sickness of the pass holder which prevents participating in skiing or snowboarding for the season.
- A pass holder is involuntarily transferred by his/her employer making it necessary to move his/her residence outside a 200 kilometer radius from Sun Peaks, providing that the date of transfer is at least 45 days after purchase of the season pass.

Refund Schedule

If non-participation commences, the refund will be calculated, based on the following guidelines:

- Prior to the official winter opening: 100% of purchase price will be refunded.
- Until December 31- 50% of the purchase price will be refunded
- Until January 31- 25% of the purchase price will be refunded
- After January 31- no refund.

Refund Procedures

Present your request in writing to: SUN PEAKS RESORT LLP 1280 Alpine Road, Sun Peaks, BC VOE 5N0

Or email to: seasonpassrefunds@sunpeaksresort.com within 30 days of non-participation. When presenting your claim, please provide the following information:

- Covering letter of explanation.
- Current year's season pass.
- Medical certificate providing:
 - Date of first medical treatment, and
 - Prognosis, including statement from doctor that refundable pass holder is unable to ski and how long the illness or injury will prevent participation.
- In the event of a job transfer, a letter from the employer specifying date and length of transfer.

Conditions

- The Refund Option must be purchased concurrently with the current Season Pass.
- The Refund Procedures must be completed **within 30 days of non-participation**, and occur prior to the end of the current ski season to be eligible for a refund.
- The refund option fee (the difference between the refundable pass price and the regular pass price) is not refundable in the event of a claim.
- Refund may only be claimed for the current ski season.
- The responsibility to obtain and use the pass lies solely with the purchaser.
- If the current Season Pass is used for any reason after the date of illness, injury or transfer, no refund will be issued.
- Pass usage will be determined through Sun Peaks Resort LLP and/or Sun Peaks Resort Corporation electronic data collection equipment, and will not be determined by the season pass holder.
- All refunds will be issued by cheque within 30 days of refund approval.
- No refund will be issued outside the above guidelines.

Exceptions

- The Refund Option does not cover loss:
- Caused by or contributed by intentional self-injury.
- Due to emotional disorders or pre-existing conditions.
- Due to any injury or sickness that does not prevent a participant pass holder from skiing.

_____ I am waiving the Refund Option. By waiving the refund option all Season Passes are non-refundable and non-transferable.

CONDITIONS OF CARRIAGE (Season Passes & Peak Cards)

1. The pass remains the property of Sun Peaks Resort LLP and/or Sun Peaks Resort Corporation, herein after called the company.
2. **The pass is non-refundable and non-transferable.**
3. **Fraudulent use of this pass will result in a \$250.00 fine and suspension of pass privileges.**
4. I have read and understand the release of liability, waiver of claims, assumption of risks and indemnity agreement.
5. I, as a pass holder, am aware and agree to abide by the Skier's/Biker's Responsibility Code.
6. In the event of a forgotten pass, only one forgotten day pass will be issued (**season pass holders only**)
7. In the event of a lost pass, a charge of \$15.00 shall be made for replacement.
8. Age category is based on age at the time of purchase

Additional Peak Card Conditions:

1. No compensation shall be granted in the event of a forgotten Peak Card and 3D Peak Card.
2. The purpose of the Peak Card is for discounts as specified by the company on all area, full day lift tickets only.
3. The first ski/snowboard day/days of your Peak Card and 3D Card will be considered your preloaded day/days

I have read and agree to the Conditions of Carriage and additional Peak Card Conditions- if applicable. A release of liability must be completed for each Sun Peaks Season Pass and Peak Card Holder _____

Signature of Applicant _____ Date _____