

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

Initial

**HELMETS ARE STRONGLY RECOMMENDED**

**TO: SUN PEAKS RESORT LLP, SUN PEAKS RESORT (MP) CORPORATION 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**

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. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer questions I may have as to the proper use of the Equipment.
3. [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 a separate form at the time of equipment collection.

**ASSUMPTION OF RISKS**

I am aware that skiing, snowboarding and snowshoeing involve risks, dangers and hazards and that injuries are a common and ordinary occurrence in these sports.

**ALPINE SKIING** I understand that the ski boot/binding system may not release during every fall or may release unexpectedly. The ski boot/binding system is no guarantee that the user will not be injured.

**SNOWBOARDING/ SNOWSHOEING** I understand that the boot/binding system 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 may reduce the risk of some types of head injuries. I recognize that serious head injury can occur 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. **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 or my 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, RSBC 1996, c.337**, in respect of the design, manufacture, installation, maintenance, selection or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions or instructions as to the use of the Equipment or the risks, dangers and hazards of skiing, snowboarding and snowshoeing.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party, resulting from my use of the Equipment;
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.

**I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE 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.**

Signature of User
Print name of User
Date

Signature of Renter (if different from User)
Print name of Renter
Signature of Technician