

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!

1. INITIAL	2. INITIAL	3. INITIAL	4. INITIAL	5. INITIAL	6. INITIAL
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TO: SUN PEAKS RESORT LLP, SUN PEAKS RESORT CORPORATION and their respective directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, sponsors, suppliers, hosts, volunteers, successors and assigns (all of whom are hereinafter referred to as the "Releasees").

ASSUMPTION OF RISKS

I am aware that skiing, snowboarding, Nordic or cross country skiing, snowshoeing, snow tubing, ice-skating, participation in snow school lessons, clinics and sessions, mountain biking, cycling, hiking, bungee jumping and sightseeing and all other winter and summer activities offered by the Releasees (hereinafter collectively referred to as the "ACTIVITIES") involve 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 dead fall; the condition of snow or ice on or beneath the surface and the condition of mountain biking terrain; variations in the terrain or weather conditions 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; loose gravel and rocks; constructed obstacles and features such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; impact or collision with trees, tree stumps, dead fall, rocks and other natural or constructed objects or hazards; collision with other participants in the Activities; mechanical failure of equipment; high speed descents; loss of balance or control; slips, trips and falls; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; encounters with potentially dangerous wildlife; the 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 THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for a Season Pass and permitting my use of the lifts, runs, trails, terrain parks, race courses, the Bike Park, the skating rink, the tube park, restaurants, day lodges, parking, access roads and other facilities (hereinafter "the facilities"), and my participation in snow school lessons, clinics and sessions, 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 resulting from either my use of or my presence on the facilities or travel beyond the ski area boundary, 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 THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM 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 facilities 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 skiing or snowboarding other than what is set forth in this Agreement.
  - The Pass issued to the Passholder is the property of Sun Peaks Resort, is not transferable, is not for resale and is revocable for misconduct or breach of the Alpine Responsibility Code.

PHOTO/VIDEO RELEASE - I consent to photographs and/or video be taken of me during my participation in the activities in the controlled recreational area and to publication of the photographs by the Releasees for advertising, promotional and marketing purposes

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.

Street	City	Prov.
Postal Code	E-mail	Phone No.

Full Name of Passholder (print clearly)	Date of Birth (mm/dd/yy)	Signature of Passholder (Parent or Guardian if passholder is less than 19years of age)	Current Date (mm/dd/yy)	Witness SPRLLP Employee
1. _____	___ / ___ / ___	_____	___ / ___ / ___	_____
2. _____	___ / ___ / ___	_____	___ / ___ / ___	_____
3. _____	___ / ___ / ___	_____	___ / ___ / ___	_____
4. _____	___ / ___ / ___	_____	___ / ___ / ___	_____
5. _____	___ / ___ / ___	_____	___ / ___ / ___	_____
6. _____	___ / ___ / ___	_____	___ / ___ / ___	_____