

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Initial

Name	Last	First		Middle Initial
Address	Street			Apt #
	City		Prov/State	Code/Zip
Birthdate	Year	Month	Day	Age
				Male/Female

TO: Silver Star Ski Resort Ltd. and its directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, sponsors, successors, assigns, representatives, shareholders, affiliates and subsidiaries (all of whom are hereinafter referred to as the "Releasees").

DEFINITION

In this agreement the term "**adventure activities**" shall include but is not limited to: cycling; hiking; sightseeing; backpacking; backcountry travel; mountain bike descents; mountain bike tours; hiking tours; bicycle camps; use of mountain bike parks; bicycle skills training; swimming; fishing; demonstrations and events; orientation and instructional courses; seminars and sessions; and other such activities, events and services in any way connected with or related to those activities.

ACKNOWLEDGEMENT - SAFETY

I acknowledge that I have been advised to wear an approved helmet while cycling. I am aware that the use of the bicycle is subject to any applicable municipal and provincial highway traffic regulations. I am familiar with the proper use of the bicycle, including all quick release mechanisms, brakes and gear shifters. I am aware that there are technicians, guides or instructors available to answer any questions that I may have as to the proper use of the bicycle.

ASSUMPTION OF RISKS

I am aware that **adventure activities** involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; slips, trips and falls; changing weather conditions; mechanical failure of the equipment; loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; variation or changes in the cycling or hiking surface including holes or depressions; exposed rock, snow, ice, earth and other natural objects; glaciers; streams, creeks and rivers; cliffs, crevasses and canyons; extreme slopes, high exposed ridge tops, steep pitches, and areas where the trail or route is rough, unstable or unmarked; collision with lift towers or other structures or objects used in connection with skiing; collision with exposed rock, snow, ice, earth, trees or other natural or man-made objects on or adjacent to the cycling or hiking terrain; rock slides; avalanche and landslide paths; encounters with wildlife, including bears and cougars; over-exposure to the sun, insect bites, fatigue, dehydration, exertion, high altitude, and lack of fitness; collision with pedestrians, vehicles or other cyclists; becoming lost or separated from the guides, instructors or other participants; failure to cycle or hike safely or within one's own ability or 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 OF ADVENTURE ACTIVITIES.** I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for adventure activities and that many are unmarked.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ADVENTURE ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in **adventure activities** and permitting my use of their lifts, cycling and hiking trails, and other facilities, 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 participation in **adventure activities** 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 ASSOCIATED WITH ADVENTURE ACTIVITIES REFERRED TO ABOVE;**

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in adventure activities;
- 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 adventure activities other than what is set forth in this Release Agreement.

I HAVE READ AND UNDERSTAND THIS 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, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____ 20____

Witness

Signature of Participant
Signature of Parent or Guardian if participant is under 19 years