

# SILVER STAR RESORT - ADVENTURE ACTIVITIES

## 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!**

**TO: Silver Star Ski Resort Ltd., 1068079 B.C. LTD. DBA MONASHEE ADVENTURE GROUP** and their respective owners, directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, sponsors, successors and assigns (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: snowshoeing, sleigh rides, use of equipment, demonstrations and events; orientation and instructional courses and sessions; and other such activities, events and services in any way connected with or related to those activities.

### ASSUMPTION OF RISKS

I am aware that adventure activities involve the usual risks, dangers and hazards of travelling in a backcountry or wilderness environment, including but not limited to: the risk of serious personal injury; avalanches; changing weather conditions; 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 surface or sub-surface; variable and difficult snow conditions; streams, creeks, and exposed holes in the snow pack above streams or creeks; rocks, boulders, crevasses, cliffs, gullies and ravines; snowcat roads, road-banks or cut-banks; collision with natural or man-made objects; collision with snowmobiles or other vehicles, equipment or structures; slips, trips and falls while snowshoeing or while walking on icy or snow-covered terrain; encounters with wild and domestic animals; collision with other persons; failure to snowshoe safely or within one's own ability or stay within designated areas; becoming lost or separated from one's party; fatigue, stress, dehydration, overexertion, and lack of fitness; the condition of the sleigh riding surface that may cause the horses to trip, stumble or fall; being thrown from the sleigh; behavioural problems with the horses, including the horses being spooked, frightened or startled; 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 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 equipment, lifts, trails, and other facilities, I hereby agree as follows:

- 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 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;
- 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 participation in adventure activities;
- 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;
- 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
- 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.

<b>I have read the Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement printed above and I agree to be bound by these conditions.</b>		
DATE (dd/mm/yyyy)	NAME OF GUEST	SIGNATURE OF GUEST OR PARENT/GUARDIAN OF GUEST
<b>I have read the Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement printed above and I agree to be bound by these conditions.</b>		
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