

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

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

**PLEASE READ CAREFULLY!**

INITIAL

**HELMETS ARE STRONGLY RECOMMENDED**

**TO: SILVER STAR SKI RESORT LTD. and its 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.

**ASSUMPTION OF RISKS**

I am aware that skating involves various risks, dangers and hazards, including the risk of serious personal injury but are not limited to: slips, trips and falls resulting from loss of balance; collision with other persons on the skating pond; failure to skate within one's own ability; irregularities in the ice surface; and cuts, lacerations and other injuries from skate blades, being struck by hockey sticks or pucks. **I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, and PROPERTY LOSS OR DAMAGE RESULTING THEREFROM.**

**HELMETS:** I understand that a helmet designed for recreational ice skating may help reduce the risk of some types of head injuries to the user at slower speeds. I recognise that serious head injury can occur even when a helmet is worn.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the rental of the Equipment and the Releasees permitting my use of the skating pond and other facilities at Silver Star Ski Resort, 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 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*, R.S.B.C. 1996, c.337, in respect of the selection or maintenance of the Equipment or in respect of the provision or failure to provide any warnings, directions or instructions as to the use of the Equipment or the risks, dangers and hazards of skating.
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 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.

**I have read the release of liability, waiver of claims and assumption of risks agreement above, and I agree to be bound by its terms.**

PRINT NAME CLEARLY	SIGNATURE
1.	
2.	
3.	
4.	