

SILVER STAR SUMMER ACTIVITIES

**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 "the Activities" shall include but is not limited to: cycling; hiking; sightseeing; backpacking; backcountry travel; hiking tours; trail running; mountain bike descents, tours and camps; use of trails, bike parks, cross-country trails and bicycle skills training centers; 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 and use of facilities either provided or arranged by the Releasees.

ACKNOWLEDGEMENT - SAFETY

I acknowledge that I have been advised to wear appropriate safety equipment while participating in the Activities. Instructions as to the appropriate safety equipment and the proper use of the safety equipment are available from Guest Services. I am aware that participating in the Activities may result in injury or aggravation of previous injuries. I have been advised to seek medical advice if I know or suspect that my physical condition or fitness level may be incompatible with participating in the Activities.

ASSUMPTION OF RISKS

I am aware that participating in the Activities involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts and gondola; slips, trips and falls; loss of balance; effects of the weather; effects of altitude; variation in terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rock drops, loose gravel, holes, depressions, streams and creeks, constructed features such as bridges and ramps; areas where the trail or route is rough, unstable or unmarked; encounters with domestic and wild animals including dogs, cougars and bears; collisions with constructed structures, vehicles or equipment; collision with other persons; over-exposure to the sun, insect bites, fatigue, dehydration, exertion, high altitude, and lack of fitness; failure to act safely or within one's own ability or stay within designated areas; becoming lost or separated from one's party or guide; 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE ACTIVITIES.** I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for the Activities and that many are unmarked.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE 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 the Activities and permitting my use of their lifts, gondola, trails, bike parks, parking lots, access roads, restaurants, day lodge 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 the 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE ACTIVITIES;

- 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 the 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 participating in the 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 THAT 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