

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

(hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF
THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Initial _____

TO: HARPER MOUNTAIN LIFTS LTD. and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, hosts, volunteers, successors and assigns (all of whom are hereinafter referred as the "Releasees").

ASSUMPTION OF RISKS

I am aware that skiing, snowboarding, cross country skiing, snowshoeing, snow tubing, participation in snow school lessons, clinics and sessions 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 deadfall; the condition of snow or ice on or beneath the surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or 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; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; mechanical failure of equipment; high speed descents; collision with other persons; slips, trips and fall; loss of balance or control; difficulty or inability to control one's speed or direction; rapid or uncontrolled acceleration on hills and inclines; encounters with domestic or wild animals; accidents during snow school lessons; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; negligence of other skiers, snowboarders and 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. I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many hazards are unmarked. I **FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my participation and/or equipment rental and permitting my use of the lifts, runs, trails, terrain parks, race courses, 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. 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 my presence on the 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, RSBC 1996, c.337,** in respect of the design, manufacture, installation, maintenance, selection or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions or instructions as to the use of the Equipment or the risks, dangers and hazards of skiing, snowboarding and snowshoeing

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.

EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT PLEASE READ CAREFULLY BEFORE SIGNING

I accept for use **AS IS** the equipment provided, and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full value of any equipment rented under the school program.

I understand that the binding system cannot guarantee the user's safety.


In downhill skiing, the binding systems will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release.

In snowboarding, cross-country skiing, snowshoeing, snowboarding and other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

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.

When you are satisfied that you and your child understand this document, please sign this form on the line shown below. Your Signature will be proof that you and your child both understand this document.

Parent Signature: _____

Initials at top of page 

Circle only if you are Skiing:

- Level 1: I have never tried skiing before.
- Level 2: I have tried once or twice; I can stop & turn
- Level 3: I can ski comfortably on green runs linking turns
- Level 4: I can ski in control on blue runs
- Level 5: I can ski in control on Black runs

OR

Circle only if you are Snowboarding:

- Level 1: I have never tried snowboarding before.
- Local 2: Heel edge, side slipping and pendulum.
- Level 3: Heel and toe edge, side slipping and pendulum.
- Level 4: Linking turns on Blue runs
- Level 5: Linking turns on Black runs

Students Name: _____ Age: _____ I have my OWN Equipment

* **Snowboard Rental: Regular** Kick a ball with right foot, skateboard push off with right foot) OR **Goofy** (left footed)

RENTING equipment: WEIGHT _____ kg HEIGHT _____ cm SHOE SIZE _____ (running shoe)