

SPECIAL EVENTS WAIVER

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

INITIALS

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

TO: WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP, BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP, INTRAWEST ULC AND MOUNTAIN EMPLOYMENT COMPANY LTD. (hereinafter the "Ski Area")
AND TO: THE SPECIAL EVENTS SPONSORS

NOTICE TO PARTICIPANTS: EVENT RULES

The organizers of the Special Events publish Rules relating to each event. All participants are expected to read and abide by these Rules. Copies of the Rules are available from the Whistler Blackcomb Event Department.

DEFINITIONS:

In this Agreement:

- (a) the term "skiing" shall include "snowboarding" and "telemark skiing";
- (b) the term "Special Events" shall include any activity which is organized, conducted or sponsored by the Ski Area and shall include, but is not limited to, races, competitions, demonstrations and other such events or activities;
- (c) the term "Special Events Sponsor" shall include any individual, corporation, association, institution, or organization that is associated with a Special Event as an organizer, promoter, sponsor or advertiser;
- (d) the term "Releasees" shall include the Ski Area and Special Events Sponsors, and their directors, officers, employees, agents, volunteers, independent contractors, subcontractors, representatives, successors and assigns.

ASSUMPTION OF RISKS

I am aware that skiing involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; exposed rock, earth, ice, or other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of snow or ice on or beneath the skiing surface; changes or variation in the skiing terrain which may create blind spots or areas of reduced visibility; changes or variations in the skiing surface or subsurface, including changes due to man-made or artificial snow; variable and difficult snow conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; impact or collision with lift structures, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles and other vehicles, equipment, structures, or objects or equipment used in connection with skiing or ski racing; snowcat roads, road-banks or cut-banks; impact or collision with other skiers, racers, spectators, participants, competitors, course officials; avalanches; the failure to ski safely or within one's own ability or within designated areas; negligence of other skiers, racers, spectators, participants, competitors, course officials; and **NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SPECIAL EVENTS.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many are unmarked. 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 SKI AREA accepting my application to participate in Special Events and permitting my use of their ski lifts, ski runs and trails, snowboard terrain parks, race courses and other facilities (hereinafter the "skiing 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 use of or my presence on the skiing facilities 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, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SPECIAL EVENTS REFERRED TO ABOVE;
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 skiing facilities;
3. This 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 Agreement and any rights, duties and obligations as between the parties to this 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 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 Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of Special Events other than what is set forth in this Agreement.

It is understood and agreed that this Agreement shall not apply in respect of injuries resulting from mechanical breakdown or failure of ski lifts, tows, or any related equipment.

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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of Witness	Signature of Participant		and Parent/Guardian if under 19 years of age
Print Witness name clearly	Today's Day	Month	Year

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE PARTICIPANT, AND WITNESSED, BEFORE A PARTICIPANT WILL BE PERMITTED TO TAKE PART IN SPECIAL EVENTS. 01/02