

**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 OR CLAIM  
COMPENSATION FOLLOWING AN ACCIDENT  
*PLEASE READ CAREFULLY!***

**I have been given a copy of this Release Agreement and I  
have been advised to read it carefully**

INITIAL

**HIGHEST LEVEL TERRAIN PARK**

Welcome to the Highest Level, the cutting edge of terrain parks in North America. The Highest Level contains Most Difficult and Expert snow features, jump on rails with gaps and narrow rail surfaces. Unlike the Terrain Garden, Habitat Park, Nintendo Park, Snow Cross track and half pipes, access to Highest Level is controlled and is restricted to advanced and expert riders and skiers who produce a valid Highest Level/Special Events pass at the entrance. Helmets are mandatory in Highest Level - no exceptions.

**SPECIAL EVENTS**

The term "Special Events" shall include any activity which is organized, conducted or sponsored by Whistler Blackcomb and shall include by not limited to, races, competition, demonstrations and other such events or activities.

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 Events Department.

**ASSUMPTION OF RISKS**

I am aware that skiing and snowboarding 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 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; snowcat roads, road-banks or cut-banks; impact or collision with other skiers, snowboarders, racers, spectators, participants, competitors, course officials; avalanches; the failure to ski or snowboard safely or within one's own ability or within designated areas; negligence of other skiers, snowboarders, racers, spectators, participants, competitors, course officials; 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 ASSOCIATED WITH USE OF THE HIGHEST LEVEL TERRAIN PARK OR PARTICIPATION IN 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.

## INFORMATION ABOUT HIGHEST LEVEL TERRAIN PARK

### HIGHEST LEVEL UNVEILED

Highest Level is the premier terrain park at Whistler Blackcomb. The features in Highest Level include: largest size features and jumps; jump on rails with gaps and narrow rail surfaces; most difficult features.

### HOW TO GET IN

Access to Highest Level will be controlled at the entrance. Only those persons producing a valid Highest Level/Special Events pass will be permitted into the Park. If you purchase your pass at a mountain top location, upon completion of the Release Agreement you will receive a temporary ticket that will get you into Highest Level that day. Pick up your photo ID pass at one of the Guest Relations locations in the valley (Blackcomb Day Lodge, Village or Creekside). Valid picture ID will be required when purchasing and collecting your photo ID Highest Level pass.

All persons purchasing a Highest Level /Special Events pass must complete and sign this Release Agreement. For applicants under 19 years of age, the Release Agreement must be co-signed by a parent or legal guardian.

### ARE YOU READY FOR HIGHEST LEVEL?

Since Highest Level contains most difficult features, we only want advanced and expert riders and skiers on the run. Generally speaking, you should be comfortable and competent on L or more difficult features before attempting the features on Highest Level. If in doubt about your experience level, speak to the Whistler Blackcomb Ski and Snowboard School, who may recommend that you take a lesson to have your skills evaluated.

### ARE HELMETS REALLY REQUIRED?

Yes, helmets are mandatory for both boarders and skiers on Highest Level. This means that you not only must have a helmet on when you show your pass to the Terrain Park host at the entrance to Highest Level, you also must keep it on your head while you are on Highest Level. We reserve the right to decide what is an acceptable helmet. Chances are, if you purchased a helmet within the last few years from a reputable retailer, we will have no problem with it.

If you are in the market for a helmet, present your Highest Level pass at one of the Showcase Snowboard Shops to receive a discount on the purchase of a new helmet.

### CAN YOU GET HURT?

Absolutely! Injuries are a common and expected part of using Highest Level. There is growing medical concern over the cumulative impact of repeat minor concussions. Helmets will not prevent all head injuries, but may lessen the severity of some injuries. Doctors are now recommending that in addition to helmets, skiers and snowboarders consider attaching chin protectors or mouth guards to their helmets. Helmets will not prevent spinal cord injuries.

Although all skiing and snowboarding activities involve the risk of injury, airborne maneuvers in Highest Level increase this risk. Inverted aerial maneuvers substantially increase the risk of serious injury and are not recommended.

### WE HAVE RULES

On the next page, we have printed the signs that you will see posted at the entrance to Highest Level: Terrain Park Rules and Regulations and Freestyle Terrain Levels. Terrain Park Rules & Regulations and Freestyle Terrain Levels were developed for the Terrain Park and Half Pipes. The Alpine Responsibility Code applies to the entire ski area, including Highest Level. It is your responsibility to know the rules and abide by them.

### OUR RULES HAVE TEETH — DON'T GET BITTEN!

Getting tossed out of Highest Level, and facing loss of your Highest Level pass and suspension of skiing and snowboarding privileges at Whistler Blackcomb for the season, is easy — simply try one or more of the following:

1. Bypass the entrance and slip into the Park under the fence or through the trees.
2. Overestimate your riding or skiing experience. If in doubt, speak to the Whistler Blackcomb Ski and Snowboard School.
3. Ignore the Terrain Park Rules and Regulations, the Alpine Responsibility Code, or requests or directions from the Highest Level Terrain Park Hosts, Mountain Safety, Ski Patrol or other Whistler Blackcomb staff.
4. Once past the entrance, take off your helmet when attempting one of the features.
5. Lend your Highest Level pass to a buddy who is either too cheap or too inexperienced to get their own. Both you and your buddy may end up on the sidelines for the season. Remember, the pass has your name on it — it is not transferable.

**Breach of the Alpine Responsibility Code or the Terrain Park Rules and Regulations may also result in a suspension from Whistler Blackcomb for the entire season. Don't let this happen to you or your friends! These rules have been put in place for your safety and protection. We need your help to make the system work so that we can continue to offer you the best terrain park experience in North America.**

INITIAL

This Park contains the following features

**XL**

**LOOK BEFORE YOU LEAP!**

Freestyle Terrain has four levels of progression and designation for size. Start small and work your way up. It is your responsibility to familiarize yourself with the terrain before attempting any of the features.

Designations Are Relative To This Resort

Freestyle Terrain

**S**

Know It, Respect It, Ride It.

- Introductory freestyle terrain
- Small features, surface-level rails & boxes
- Less Difficult features

Freestyle Terrain

**M**

Know It, Respect It, Ride It.

- Small to medium size features
- Ride-on rails & small to medium half pipe
- Difficult features

Freestyle Terrain

**L**

Know It, Respect It, Ride It.

- Medium to large size features
- Introduction to jump-on rails
- Rail's with gaps & narrow surfaces
- Large half pipe
- More Difficult features

Freestyle Terrain

**XL**

Know It, Respect It, Ride It.

- Largest size features & jumps
- Jump-on rails with gaps & narrow surfaces
- Advanced and Experts only
- Most Difficult features

**WARNING**

**RAILS AND JIBS ARE A NON SNOW SURFACE THEREFORE BOARD DAMAGE CAN OCCUR. WHISTLER/BLACKCOMB IS NOT RESPONSIBLE FOR ANY EQUIPMENT DAMAGE AND RECOMMENDS INSPECTING RAILS AND JIBS BEFORE USE. IF YOU ENCOUNTER A DAMAGED RAIL PLEASE REPORT IT TO PARK STAFF IMMEDIATELY.**

INITIAL

**FREESTYLE TERRAIN**



**FREESTYLE SKILLS REQUIRED**

Freestyle Terrain may contain jumps, hits, ramps, embankments, fun boxes, jibs, rails, half pipes, quarter pipes, snowcross, freestyle bump terrain and other constructed or natural terrain features. Freestyle skill involves maintaining control on the ground and in the air. Prior to using Freestyle Terrain, it is your responsibility to familiarize yourself with all instructions and warnings and to follow the Alpine Responsibility Code.

- The features vary in size and difficulty and change constantly due to snow conditions, weather, usage, modifications, grooming and time of day. It is your responsibility to inspect these features before use and throughout the day.
- You control the degree of risk you will encounter in using these features both on the ground and in the air. Do not attempt these features unless you have sufficient ability and experience to do so safely.
- Helmets are recommended.
- Only one person should use a feature at a time. Wait your turn and call your start. Do not jump blindly and use a spotter when necessary. **LOOK BEFORE YOU LEAP!** Always clear the landing area quickly.
- Always ride or ski in control and within your ability level.
- Individual features are closed for a reason. Do not enter the Freestyle Terrain or use features when closed.

**Freestyle Terrain use, like all skiing and snowboarding, exposes you to the risk of serious injury.**

**ARBORNE MANOEUVRES INCREASE THE RISK INVERTED AERIALS SUBSTANTIALLY INCREASE THE RISK OF SERIOUS INJURY AND ARE NOT RECOMMENDED**

When using the freestyle terrain, you assume the risk of any injury that may occur. The ski area operator's liability for all injury or loss is excluded by the terms and conditions on your ticket or season pass release of liability.

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**PLEASE READ CAREFULLY!**

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**TO: BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP, WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP, INTRAWEST CORPORATION, MOUNTAIN EMPLOYMENT COMPANY LTD. AND HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, and their 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").**

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

In consideration of the Releasees accepting my application for a Highest Level pass or permitting me to participate in Whistler Blackcomb Special Events and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 resulting from either my use of or my presence in the Highest Level Terrain Park or participation in the Whistler Blackcomb Special Events 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 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 OF USING THE PREMISES OR PARTICIPATING IN THE WHISTLER BLACKCOMB SPECIAL EVENTS;

- 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 premises or participating in the Whistler Blackcomb Special Events or travel beyond the ski area boundary;
  - 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 skiing, snowboarding or the use of the Highest Level Terrain Park or participating in Special Events other than what is set forth in this Agreement.
  - The pass issued to the Passholder is the property of the Releasees, is not transferable, is not for resale and is revocable for misconduct or breach of the Alpine Responsibility Code.

**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.**

Name	First	Last	Phone
Address	Street	City	Province
	Postal Code	E-mail	Birthdate / M / D / Y /
Signature of Passholder/Participant		Signature of Parent / Guardian if applicant is under 19	Signature of Witness
Today's Date / M / D / Y /		Parent/Guardian please print name	Witness please print name