



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

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY!**

Initial Initial Initial

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|---------------------|--------|--|----------|--|-------------|--|
| Family Name | | | | | | |
| Residential Address | Street | | | | | |
| | City | | Province | | Postal Code | |
| Whistler Address | | | | | Phone | |

TO: **WHISTLER MOUNTAIN SKI CLUB ("WMSC")**

ASSUMPTION OF RISKS

I am aware that skiing in general, and in particular ski racing, together with all associated training, instruction and physical conditioning activities of **WMSC** (hereinafter collectively referred to as the "**ACTIVITIES**") involve many risks, dangers and hazards both on race and training courses as well as during freeskiing (including but not limited to skiing in terrain and ski cross parks, as well as off-piste skiing) or dryland training, including, but not limited to: the condition of snow or ice on or beneath the surface, as well as variations in the surface or subsurface, including changes due to man-made or artificial snow; collision with other persons, or with racing and training gates, safety fences or netting, lift towers, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; loss of balance or control; participant equipment failure and/or non-conformity, variations in the terrain which may create blind spots or areas of reduced visibility; variable and difficult conditions, including changing weather conditions and avalanches; boarding, riding and disembarking ski lifts; exposed rock, earth, ice, trees, tree wells, tree stumps, forest dead fall or other natural objects; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks; the failure to act safely or within one's own ability or to stay within designated areas; negligent first aid, and negligence of other skiers, snowboarders, spectators and other persons; (including the risk of illness from communicable diseases such as COVID-19) **AS WELL AS NEGLIGENCE ON THE PART OF WMSC, ITS STAFF OR VOLUNTEERS. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF WMSC, ITS STAFF OR VOLUNTEERS TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME OR MY DEPENDANTS FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES, AND THAT THE SPORT OF SKI RACING GENERALLY INVOLVES INCREASED RISK OF INJURY AND LOSS.** I am also aware some or all of the risks, dangers and hazards referred to above exist throughout the Whistler Blackcomb ski area as well as anywhere else, inside or outside of British Columbia, that we may be participating in the **ACTIVITIES**, and that many of these risks, dangers and hazards are unmarked. **I AM AWARE OF ALL THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH 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 **WMSC** permitting **ME AND/OR MY DEPENDANTS** to participate in the **ACTIVITIES** and to use the **WMSC** Club Cabin, Race Course Equipment, Training Equipment and other facilities and equipment (hereinafter collectively referred to as the "**FACILITIES**" and the "**EQUIPMENT**"), I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I now have or may in the future have against **WMSC**, Vail Resorts, Inc., The Vail Corporation, Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, each of their affiliated companies and subsidiaries, Her Majesty the Queen in Right of the Province of British Columbia, Alpine Canada, Canadian Snowsports Association, BC Alpine, and each of their respective directors, officers, agents, employees, volunteers, independent contractors, subcontractors, sponsors and successors and assigns (all of whom are hereinafter collectively referred to as the "**RELEASEES**") and **TO RELEASE** the **RELEASEES** from any and all liability for any loss, damage, expense injury, illness including death that I may suffer, or that my next of kin may suffer resulting from the **ACTIVITIES**, or my use of or presence on the **FACILITIES** or **EQUIPMENT**, **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 AND MY DEPENDANTS FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES, AND FURTHER AGREE TO WAIVE MY DEPENDANTS' RIGHTS TO ANY AND ALL SUCH CLAIMS AS AFORESAID, TO THE MAXIMUM EXTENT PERMITTED BY LAW;**
- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** (and, where more than one Parent/Guardian has signed this Agreement, to **JOINTLY** and **SEVERALLY HOLD HARMLESS AND INDEMNIFY THE RELEASEES**) from (A) any and all losses, damages, expenses or liabilities they may suffer or incur arising from any loss, damage, expense injury or illness (including death) sustained by any third party as a result of **ME AND/OR MY DEPENDANTS** participating in the **ACTIVITIES** or using the **FACILITIES** or the **EQUIPMENT**; and (B) any and all losses, damages, expenses or liabilities they may suffer or incur arising from any loss, damage, expense injury or illness (including death) sustained by **ME AND/OR ANY OF MY DEPENDANTS**, whether or not such dependants have attained the age of majority, as a result of participating in the **ACTIVITIES** or using the **FACILITIES** or the **EQUIPMENT**;
- 3. MY AGREEMENT TO WAIVE MY RIGHTS AGAINST, AND HOLD HARMLESS AND INDEMNIFY, THE RELEASEES IN THE PRECEDING CLAUSES IS A PREREQUISITE TO ME AND/OR MY DEPENDANTS PARTICIPATING IN THE ACTIVITIES AND USING THE EQUIPMENT AND THE FACILITIES, AND I FURTHER ACKNOWLEDGE THAT IF I DID NOT AGREE TO THESE CLAUSES NEITHER MYSELF NOR MY DEPENDANTS WOULD BE PERMITTED TO PARTICIPATE IN THE ACTIVITIES;**

4. In the event of my death or incapacity this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives;
5. 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 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; and
6. In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releases with respect to the safety of the **ACTIVITIES** other than what is set forth in this Agreement. Where the context so requires, references herein to the singular shall include the plural, and vice versa, and references to a particular gender shall include reference to the masculine, feminine and neuter genders. The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision of this Agreement, which shall remain in full force and effect.
7. I represent to **WMSC** that, with respect to any **DEPENDANTS** listed below, I am a parent or legal guardian of such **DEPENDANT**, and I have named below all other parents and legal guardians of such **DEPENDANT** (whether or not such parents or legal guardians have signed this Agreement). "**DEPENDANTS**" or "**DEPENDENT PARTICIPANT**" means persons under the age of 18 who proposes to participate in **ACTIVITIES**. Persons over the age of 18 should sign this form in their own right. A legal guardian means a person who has been appointed a guardian of a **DEPENDANT** by court order and no other person.
8. I agree that I will, and that I will cause my **DEPENDENTS** to, familiarize ourselves with the rules, policies and procedures of **WMSC** as adopted and published by WMSC from time-to-time, as well as applicable policies of Alpine Canada and BC Alpine (collectively "**WMSC Policies**"), that I am responsible for compliance with WMSC Policies (including but not limited to the timely settlement of accounts) and that I will use my best efforts to ensure that my **DEPENDENTS** comply with all WMSC Policies in all material respects.

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.

| Print Full Name of Adult Participant, or Parent/Legal Guardian* of Dependent Participant | Date | Email | Signature |
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THIS FORM MAY NOT BE SIGNED BY COACHES OR TEAM REPS. THIS FORM MAY ONLY BE SIGNED BY ADULT PARTICIPANTS, OR PARENTS/LEGAL GUARDIANS OF DEPENDENT PARTICIPANTS. YOU WILL NOT BE PERMITTED TO TRAIN OR RACE UNLESS THIS FORM IS PROPERLY COMPLETED AND SIGNED.

| Print full name of Dependant (s) | Date of Birth | Email |
|----------------------------------|---------------|-------|
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PRIVACY POLICY CONSENT

I hereby authorize **WMSC** to collect and use of all my personal information, and any personal information of my **DEPENDANTS**, pursuant to **WMSC's** Privacy Policy, which is located on the **WMSC** website (www.wmsc.info). I further hereby authorize **WMSC** to use my photograph, image and likeness, as well as those of my **DEPENDANTS** (collectively our "**IMAGES**"), in all forms, in any manner whatsoever including but not limited to publication on internet websites, broadcast, and any other publications as released to or by **WMSC**, for the purpose of skills development, fundraising activities and the promotion of skiing generally.

| Print full name of Adult Participant, or Parent/Legal Guardian Dependant participant(s) | Date of Birth | Email |
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