

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

(hereinafter referred to as 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!**

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**TO:** Whistler 2010 Sport Legacies Society (operating "Whistler Olympic Park"), Lost Lake Cross Country Connection Corporation (dba "Cross Country Connection"), Callaghan Country Wilderness Adventures Ltd. (operating "Callaghan Country"), Squamish Lillooet Regional District, Resort Municipality of Whistler (RMOW) (operating the "Lost Lake Nordic Trails") and their respective elected officials, directors, officers, employees, guides, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assignees, (collectively referred to as the "Releasees" and individually as a "Releasee").

**ASSUMPTION OF RISKS**

The passholder and minor passholders (Passholders) are aware that cross country skiing, snowshoeing, Nordic hiking, biathlon, ski jumping, tobogganing, telemark skiing, back country skiing, roller skiing, other recreational activities, and participating in snow school lessons, clinics and sessions (collectively the "Activities") 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; variations in the terrain which may create blind spots or areas of reduced visibility; variations in lighting which may reduce visibility; variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks, lakes, and exposed holes in the snow pack above streams, or creeks; exposed holes on or adjacent to the trails; cliffs; crevasses; snowcat roads, road-banks or cut-banks; collision with natural or man-made objects including bridges, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; encounters with domestic and wild animals; collision with other persons; loss of balance or control; slips, trips and falls; accidents during snow school lessons; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; travel within or beyond park boundaries; negligence of other persons; and **NEGLIGENCE ON THE PART OF ANY OF THE RELEASEES. THE PASSHOLDERS UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT FROM OR WARN OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** The Passholders are also aware that the risks, dangers, and hazards referred to above exist throughout and beyond the Park and that many hazards are unmarked. **THE PASSHOLDERS 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 the Passholders' application for a Dual Area Season Pass and permitting use of the lifts, runs, trails, terrain parks, race courses, restaurants, day lodges, parking, access roads and other facilities, cross country trails, asphalt trails, back country areas, wilderness areas, ski jumps, snow play and tobogganing areas, snowshoe trails and other related facilities (collectively the "Facilities"), the Passholders hereby agree:

- 1. TO WAIVE ANY AND ALL CLAIMS** they have or may in the future have against **THE RELEASEES, and TO RELEASE AND SAVE HARMLESS THE RELEASEES** from all liability for any loss, damage, expense or injury including death that they or their next of kin may suffer as a result of their use or presence in the Facilities or travel beyond the Park boundaries **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, RSBC 1996, C. 337 ON THE PART OF THE RELEASEES. NEGLIGENCE INCLUDES THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST OR WARN OF THE RISKS, DANGERS AND HAZARDS 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 Passholders or third party, resulting from their use of or presence in the Facilities or travel beyond the Park boundaries;
3. This Release Agreement shall be effective and binding upon the Passholders' heirs, next of kin, executors, administrators, assigns and representatives, in the event of 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 British Columbia.

In entering into this Release Agreement, the Passholders are not relying upon any oral or written representations or statements made by any of the Releasees with respect to the safety of the Activities other than what is set forth in this Release Agreement.

The Dual Area Season Pass issued to the Passholder(s) is the property of the Releasees, is not transferable, is not for resale and is revocable for misconduct or breach of the Cross Country Skiers Responsibility Code and Park Safety Rules.

**THE PASSHOLDERS HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND ARE AWARE THAT BY SIGNING THIS AGREEMENT THEY ARE WAIVING CERTAIN LEGAL RIGHTS WHICH THEY OR THEIR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST ANY OF THE RELEASEES.**

Adult Passholder(s) (19+)				
(including Parent/Guardian of Minor Passholder(s))				
Passholder's Name (print clearly)	Passholder's Date of Birth	Passholder's Signature	Current Date (mm/dd/yy)	Witness
	Mm/dd/yy		Mm/dd/yy	
	Mm/dd/yy		Mm/dd/yy	
Minor Passholder(s) (if any)				
(youth 13-18 name & signature required; children 0-12 name only)				
	Mm/dd/yy		Mm/dd/yy	
	Mm/dd/yy		Mm/dd/yy	
	Mm/dd/yy		Mm/dd/yy	
	Mm/dd/yy		Mm/dd/yy	
				Primary Contact barcode #

## TERMS AND CONDITIONS

- SEASON PASSES ARE **NON-REFUNDABLE AND NON-TRANSFERABLE**.
- Season passes remain the property of Lost Lake Nordic Trails, Whistler Olympic Park and Callaghan Country. Passes may be suspended or revoked for misuse or violation of the Cross Country Responsibility Code or Park safety rules at either ski area. Use of this pass by anyone other than the registered Passholder, or alterations to the season pass will result in cancellation of that pass.
- Passholder agrees to comply with instruction of Nordic area personnel and all posted signs, to remain alert to hazards, and to always act in a careful and prudent manner. Ski area personnel may revoke passholder's access to the Nordic area for misconduct including dangerous behaviour, utilizing closed trails or nuisance.
- Season Passes are valid for the winter season in which the pass is purchased, expiring at season's end as determined by each ski area.
- New Passholders are required to show proof of age and address when picking up their pass, even if part of an existing family. Passholders who have misrepresented their age or family status may forfeit use of their passes.
- The Passholder is responsible for their pass at all times and agrees that anyone using their pass who is not the Passholder constitutes fraud, which is an offence punishable by law and will result in the pass being immediately revoked. We may request identification to verify its validity.
- All age category cut-off dates are as of the date the Nordic pass is purchased.
- Pass Deferrals:
  - Will only be considered in the event of serious injury or illness. The injury or illness must prevent participation in Nordic activities for at least 30 consecutive days. A doctor's certificate must be provided stating the nature of the injury, date of injury, and how long you have been advised not to participate in Nordic activities.
  - Deferral requests will not be accepted after April 1<sup>st</sup> of the current season and must be requested within 30 days of the injury. All requests must be submitted in writing by the Passholder (or parent/legal guardian) or in person at the Guest Services desk at Whistler Olympic Park or Meadow Park Sports Centre. A \$25 administration fee will be applied to process any pass deferral.

## OTHER INFORMATION AND CONSENT

- Always check the daily operating hours and conditions updates before arriving at the Nordic Ski area. For Lost Lake Nordic Trails visit [whistler.ca/grooming](http://whistler.ca/grooming) or for Ski Callaghan visit [whistlersportlegacies.com/whistler-olympic-park/conditions](http://whistlersportlegacies.com/whistler-olympic-park/conditions). It is the Passholders' responsibility to check for temporary closures, the Nordic Area's Opening/Closing dates and special event notifications.
- Each ski area is responsible for operating their own ski areas and each one offers different and independent cross country skiing products, grooming standards, amenities, offerings, days of operation and hours of operation.
- Privacy Consent:** Personal information you provide on this form is collected under the authority of s.26(c) of the Freedom of Information and Protection of Privacy Act for the purpose of processing your season's pass application, delivering information and materials related to your season's pass purchase and for emergency contact reasons. This information is collected for our internal use and will not be disclosed except as may be permitted or required by law. This information may be shared between Whistler 2010 Sport Legacies Society, Resort Municipality of Whistler (RMOW), Callaghan Country Wilderness Adventures Ltd., and Cross Country Connection. If you have any questions about how your personal information is going to be collected, used, or disclosed, please contact [recreation@whistler.ca](mailto:recreation@whistler.ca).

## I HEREBY AGREE TO THE ABOVE TERMS, CONDITIONS AND PRIVACY CONSENT:

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Please indicate below if you would like to receive the following emails/information:

- I wish to receive information from Lost Lake Nordic Trails including opening/closing details, special events and promotions

Privacy Consent: Personal information is collected for the purposes of providing promotional details including deals, opening/closing dates as well as special events offered by Lost Lake Nordic Trails (RMOW) and/or its operating partners including Cross Country Connection under the authority of s.26(c) of the Freedom of Information and Protection of Privacy Act. By providing your email you are providing consent to receive such emails. You can unsubscribe at any time by emailing us at [recreation@whistler.ca](mailto:recreation@whistler.ca).

1. Email \_\_\_\_\_

2. Email \_\_\_\_\_

If you wish to receive email updates from Whistler Olympic Park visit [whistlersportlegacies.com/whistler-olympic-park/newsletter](http://whistlersportlegacies.com/whistler-olympic-park/newsletter) or Callaghan Country at [callaghancountry.com](http://callaghancountry.com).

