

**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!

This Release Agreement shall apply to all subsequent pass & card renewals.

INITIAL

TO: WHITEWATER SKI RESORT LTD., KNEE DEEP DEVELOPMENTS CORPORATION & 1054686 ALBERTA LTD. and their respective directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the “Releasees”).

Name	Last	First	Date of Birth (dd/mm/yyyy)	
Address	Street		City	Prov/State
	Postal Code	Telephone	Email	

ASSUMPTION OF RISKS

I am aware that skiing, snowboarding and participating 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; variations in the terrain which may create blind spots or areas of reduced visibility; 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; encounters with domestic and wild animals including dogs and bears; 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; negligence of 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist throughout and beyond 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 application for a Season Pass and permitting my use of the lifts, ski runs, trails, terrain parks, race courses, restaurants, day lodge, parking, access roads and other ski area facilities (hereinafter “the premises”), 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 premises or travel beyond the ski area boundary **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.** I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME 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 third party, resulting from my use of or presence on the premises 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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia, and shall be within the exclusive jurisdiction of the Courts 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.

The Season Pass issued to the Passholder is the property of WHITEWATER SKI RESORT LTD., is not transferable, not for resale and is revocable for misconduct or breach of the Alpine Responsibility Code.

I HAVE READ 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.

Signed this _____ day of _____, 20____

Signature of Witness
Please print name clearly

Signature of Passholder
Please print name clearly
Signature of Parent or Guardian if applicant is under 19 years

SEASON PASS TERMS AND CONDITIONS

Name _____

As a Season Pass Holder at Whitewater Ski Resort, I understand and hereby agree to the Season Pass Terms and Conditions of Carriage as follows:

1. All Season Pass sales are subject to the Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (the "Release Agreement") on the reverse side. Please read the Release Agreement carefully. By signing the Release Agreement you will waive or give up certain legal rights, including the right to sue or claim compensation following an accident.
2. All persons are required to be familiar with and obey the Alpine Responsibility Code, all signs and other notices posted within the Ski Area facilities.
3. My Season Pass, once issued, may be suspended or revoked at the sole discretion of the Whitewater Management. **My season pass must be available for inspection at all times.** The privileges and services this pass grants may be revoked in the event of misconduct, unwillingness to have my pass available for inspection, entering into closed areas, including avalanche closures, unauthorized building of jumps or failure to observe the Alpine Responsibility Code. Whitewater has the right to refuse admission to any of its service facilities.
4. If I lose my season pass, I will receive one (1) complimentary season pass reprint. I will be required to pay \$25.00 to get any further season pass reprints. The first day I forget my pass, I will be issued one (1) non-transferable day ticket to ski that day. If I give this ticket to anyone, I will be subject to the same penalty laid out in point #5 below. For each day I forget my pass, after the first time, I will be required to pay \$10.00 to get another non-transferable day ticket printed.
5. **Season passes are not transferable. I am responsible for my pass. My season pass is solely for my own use. If someone else is caught using it I will be liable.** The first offence will result in a **two (2) week suspension** of my pass and the person using the pass will be required to pay the price of a full day ticket **plus a \$50 fine** and will be escorted off the mountain. Where the fine cannot be collected from the person using the pass, I, the pass holder, will be required to pay the \$50 and must do so before my pass will be reinstated. If I am caught a second time, I will lose all skiing privileges. Whitewater will report the fraudulent use to the R.C.M.P.
6. This pass is non-refundable unless I have purchased the Refund Option, and I qualify for a refund under the terms of the refund option policy. If I did not purchase the refund option with my season pass, I understand that I have waived my right for a refund or a rollover of my pass. I understand the refund option policy does not apply to snow conditions or any variables other than those listed in the refund option policy. I understand that the Refund Option is only available for me to purchase at the same time as my Season Pass.
7. If I become in need of a backcountry rescue by Whitewater Snow Safety, I will be invoiced for the rescue. I am aware that the resort strongly recommends that you have the knowledge and/or skills to go into the backcountry before heading out and use the avalanche information board, including the voluntary backcountry sign in/sign out sheet.
8. If I have rented a locker for the season, I understand **Whitewater Ski Resort assumes no responsibility or liability for loss, theft, or damage of any kind** with respect to any equipment stored in the locker. This agreement is binding to all persons who have equipment stored therein. The agreed term of rental is for the ski season only. All equipment must be removed from lockers by the last day of the operating season.
9. I understand that age categories and cut off dates are determined as of December 1st of this season. Identification will be required for proof of age & family membership at the time of purchase.
10. I understand that there will be no compensation for any damage to clothing and equipment that occurs from the use of the resort.

Initial

Revised August 2021

I have read, understood and agree to the Season Pass Terms and Conditions

Initial