

**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 OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

**Extreme Everest Challenge**

INITIAL

<b>NAME</b>	Last:	First:	Middle Initial:
<b>ADDRESS</b>	Street:		Apt #:
	City:	Prov./State:	Code/Zip:
<b>BIRTHDATE</b>	YY/MM/DD:	Age:	Male/Female:

**TO:** HUDSON BAY MOUNTAIN and their respective directors, offices, employees, agents, guides, instructors, coaches, volunteers, independent contractors, subcontractors, sponsors, successors, assigns, representatives, shareholders, affiliates and subsidiaries (all of whom are hereinafter referred as "the Releasees").

**DEFINITIONS:**

In this Release Agreement:

- (a) The term "Special Events" shall include all activities which are organized, conducted or sponsored by the Releasees and shall include, but is not limited to races, competitions, demonstrations and other such events or activities;
- (b) 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;

**ASSUMPTION OF RISKS**

I am aware that skiing, snowboarding, and participating in special events involve many inherent 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 deadfall; the condition of snow or ice on or beneath the snow surface; changes or variations in the terrain used for skiing, snowboarding and special events which may create blind spots or areas of reduced visibility; changes or variations in the snow surface or sub-surface, 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, snow cats, snowmobiles or other vehicles, equipment, structures or objects or equipment used in connection with skiing, snowboarding and special event; snow cat roads, road banks or cut banks; impact or collision with other skiers, racers, spectators, participants, competitors or course officials; avalanches; the failure to ski or snowboard safely or within one's 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 PARTICIPATION IN SPECIAL EVETS.** I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for skiing, snowboarding and special events 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 Releasees allowing me to participate in a special event in permitting my use of their ski lifts, ski runs and trails, terrain parks, race courses, and other facilities (hereinafter "the 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 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 LEGISLATION ON THE PART OF THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE, R.S.B.C.1996, c 337, ON THE PART OF THE RELEASEES I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PAR OF THE RELEASES TO TAKE REASONABLE STEPS 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 property damage, loss, or personal injury to any third party, resulting from my use of or presence on the facilities 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 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 the Province 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 other than what is set forth in this Release Agreement.

**I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE 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
Print Witness name clearly

Signature of Participant
Date
Signature of Parent/Guardian if participant is under 19 years of age