

## WHISTLER BLACKCOMB MOUNTAIN BIKING

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

(hereinafter the "Release Agreement")

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

***PLEASE READ CAREFULLY!***

*This Agreement shall apply to all subsequent Bike Park Pass and Card renewals*

Customer ID:

I have been offered a copy of this Release Agreement and I have been advised to read it carefully.

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Initial - Each Rider (or Parent/Guardian if Rider is under 19)

Name	Last	First	Middle Initial
Address	Street		
	City	Prov/State	Postal/Zip Code
Telephone	Home	Work	Mobile
Emergency Contact	Name		Telephone

### NOTICE TO RIDERS, PARENTS AND GUARDIANS

If you are new to the mountain biking program at Whistler Blackcomb or if you are signing this Release Agreement as the parent or guardian of a younger rider, please take the time to review this document carefully and familiarize yourself with the mountain biking activities at Whistler Blackcomb. Injuries are a common and expected part of mountain biking. Whistler Blackcomb offers introductory mountain biking lessons and beginner mountain biking terrain. More challenging terrain should not be attempted until the rider has the appropriate skill, experience and equipment. Please speak to Guest Services for more information regarding mountain biking at Whistler Blackcomb.

# STOP - READ THIS!!!

## WHISTLER BLACKCOMB MOUNTAIN BIKE PARKS

### Important Information about the Bike Park

- Use of the Bike Park involves the risk of injury. You control the degree of risk you will encounter in using the trails and features in the Bike Park.
- Do not attempt any of the trails or features unless you have sufficient ability and skill to do so safely. Always ride in control and within your ability level.
- Helmets are mandatory in the Bike Park and protective padding is strongly recommended. Full suspension bikes and 24" minimum wheels are recommended.
- The Bike Park is not recommended for first time cyclists, without proper instruction.
- All inexperienced riders under age 13 should have the consent of a parent or guardian to ride in the Bike Park unaccompanied by an adult.
- Downhill riding only. Uphill riding and hiking in the Bike Park is not permitted.
- Beware of changing conditions on trails and features. It is your responsibility to inspect features before using them.
- Stay off access roads. Stop at all road crossings.

**YOU ASSUME THE RISK OF ANY INJURY THAT MAY OCCUR WHEN USING THE BIKE PARK. WHISTLER BLACKCOMB MOUNTAIN'S LIABILITY FOR ANY INJURY OR LOSS IS EXCLUDED BY THE TERMS AND CONDITIONS ON YOUR TICKET OR BIKE PARK PASS RELEASE OF LIABILITY**

## MOUNTAIN BIKERS RESPONSIBILITY CODE

1. **RIDE IN CONTROL AND WITHIN YOUR ABILITY LEVEL AT ALL TIMES.** You must be able to stop and avoid other people or objects.
  2. **PROTECT YOURSELF.** Helmets are mandatory in the Bike Park. Other protective equipment is strongly recommended.
  3. **DO NOT RIDE** if your ability or judgement is impaired by drugs, alcohol or fatigue.
  4. **INSPECT AND MAINTAIN YOUR BIKE** or have it checked by a qualified bike mechanic before you ride.
  5. **OBEY SIGNS AND WARNINGS.** Stay on marked trails. Do not cut switchbacks and keep off of closed areas.
  6. **INSPECT TRAILS AND FEATURES.** Conditions change constantly on trails and features.
  7. **BE LIFT SMART.** You must have the physical dexterity, ability and knowledge to safely load, ride and unload lifts. Ask if unsure.
  8. **LOOK OUT FOR OTHERS.** Avoid riders ahead of you. They have the right of way. Yield to other riders when entering a trail.
  9. **BE VISIBLE.** Do not stop where you obstruct a trail or are not visible from above.
  10. **COOPERATE** if you are involved in or witness a collision or accident.
- KNOW THE CODE – BE SAFETY CONSCIOUS  
IT IS YOUR RESPONSIBILITY!**

**PARK PRIVILEGES MAY BE REVOKED FOR BREACH OF CODE**

## MOUNTAIN BIKE CHECKLIST

**The trails of the Whistler Blackcomb Mountain Bike Park are rough and demanding on both the bike and body. Before riding always inspect your equipment or have it checked by a qualified bike mechanic.**

- |   |   |
|---|---|
| 1. Ensure your helmet is in good shape and properly adjusted.               | 5. Headset and stem must be secure with no looseness or play.   |
| 2. Inspect bike frame for cracks and damaged or dented areas.               | 6. Check that your tires are in good condition, with no tears or cuts in the sidewall.                            |
| 3. Ensure you have sufficient brake pad to stop your bike while descending. | 7. Handle bar and handle grips must be tight and unable to spin. Seat and seat post need to be fastened securely. |
| 4. Front and rear axles (skewers) should be tight.                          |   |

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Initial - Each Rider (or Parent/Guardian if Rider under age 19)

**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!**

*This Agreement shall apply to all subsequent Bike Park Pass and Card renewals*

**TO:** Whistler Blackcomb Holdings Inc., Whistler Mountain Resort Limited Partnership, Blackcomb Skiing Enterprises Limited Partnership, Vail Resorts, Inc., The Vail Corporation, each of their affiliated companies and subsidiaries, His Majesty The King In Right Of The Province Of British Columbia and their respective affiliates, subsidiaries, directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all equipment manufacturers, sellers, rental providers, brands, organizers, officials, workers, volunteers, participants, sponsors, promoters and advertisers involved with mountain biking at Whistler Blackcomb (all of whom are hereinafter collectively referred to as **"THE RELEASEES"**).

**DEFINITIONS**

In this Release Agreement, the term "mountain biking" shall include all activities, events, services or use of facilities provided, arranged organized or conducted by the Releasees including but not limited to: cycling; bike descents; mountain bike tours; bicycle camps; use of the Whistler Mountain Bike Park and Air Dome; use of airbags; bicycle skills training; use of trails and roads; use of chairlifts and gondolas, guided mountain biking activities; races; competitions; demonstrations and events; orientation and instructional courses and sessions; big air contests; giant slalom, dual slalom, downhill, and biker cross events; BMX courses and races; use of mountain boards or scooters, e-bikes, or any other type of wheeled self-propelled conveyance; and all other related activities, events or services.

**ASSUMPTION OF RISKS**

Injuries are a common and expected part of mountain biking. Mountain biking at Whistler Blackcomb takes place on steep and rugged terrain and features that are both physically and technically challenging and will expose the rider to many risks, dangers and hazards. These include but are not limited to: misloading, entanglements, or falls from chairlifts and gondolas; changing or adverse weather conditions, including rain, lightning, and hail; equipment failure, malfunction, or damage, including unexpected loss of braking or handling; improper use of equipment; falls; loss of balance; high speeds; loss of control; extreme variation in cycling terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams and creeks; constructed feature such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collisions with natural and constructed objects, other mountain bikers, vehicles, pedestrians, spectators and officials; encounters with domestic and wild animals including dogs and bears; my health condition, physical exertion, dehydration, exhaustion, altitude sickness, or other affliction; negligence of other riders or users of the premises; 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 OF MOUNTAIN BIKING.**

**SAFETY**

I have been advised to wear an approved helmet and other protective equipment such as elbow/forearm and knee/shin armour when free riding or down-hilling. Use of a helmet is mandatory in the Bike Park. Please refer to the 'Stop – Read This' sign, Mountain Bikers Responsibility Code and Mountain Bike Checklist for further safety information.

**COMPETITIONS**

I acknowledge that the risks, dangers and hazards of Mountain Biking are increased during races, competitions and contests, due to the competitive nature of the activity and the fact that there will be other participants on the course. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

**COVID-19/SICKNESS**

Exposure to COVID-19, disease and sicknesses ("sickness") is an inherent risk of mountain biking at Whistler Blackcomb. The resort cannot eliminate the risk that a participant is exposed while engaged in mountain biking. I agree it is my responsibility to (1) follow all instructions, signage, warnings, and guidelines; (2) stay home if sick or experiencing symptoms of any sickness; (3) if required, wear a face covering and maintain at least 6 feet physical distancing from other guests, including in lift lines; and (4) wash and sanitize hands frequently.

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Initial - Each Rider (or Parent/Guardian if Rider under age 19)				

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

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

In consideration of my participation in mountain biking at Whistler Blackcomb and my use of services, equipment and facilities at Whistler Blackcomb, 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, as a result of my participation in Mountain Biking, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF 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 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 OF MOUNTAIN BIKING REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Mountain Biking;
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 Province of British Columbia.

This Agreement shall apply to all subsequent Bike Park Pass and Card renewals.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Mountain Biking, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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.**

If a minor/child/infant is participating in Mountain Biking, I represent that I am the minor/child/infant participant's parent or legal guardian that **I VOLUNTARILY GRANT PERMISSION FOR HIM/HER TO TAKE PART IN THE ACTIVITY.** I acknowledge that I am signing this Release Agreement on behalf of the minor/child/infant and that **THEY SHALL BE BOUND BY ALL THE TERMS OF THIS RELEASE.** If my child is participating, I also acknowledge that: (a) I have spoken to my child about Mountain Biking; (b) my child understands and appreciates the risks of Mountain Biking; and (c) my child is voluntarily participating in Mountain Biking. By signing this agreement without a parent or guardian's signature, I represent that I am at least 19 years old. **I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES,** arising from any misrepresentations in or fraudulent execution of this agreement.

Name of Rider(s) (print clearly)	Date of Birth (MM/DD/YYYY)	Signature (if Rider is 19 or over)
1.		
2.		
3.		
4.		
5.		
Parent/Guardian Name (print clearly)(if Rider(s) under age 19)		Parent/Guardian Signature
Date (MM/DD/YY)	Witness Signature	