

# WHISTLER BLACKCOMB SNOW SCHOOL PROGRAMS

## RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS 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!**

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In this Release Agreement the term "Snow School Programs" includes skiing and snowboarding lessons and orientation or instructional sessions; guided ski and snowboard tours and clinics, including within and outside of the area boundaries; competitions and events; and access to the ski area and use of all facilities including lifts.

### ASSUMPTION OF RISKS

I agree to assume all risks and hazards of participating in Snow School Programs including, slips and falls, collision or impact with natural or man-made objects or with other persons; travel within or beyond the area boundaries; and negligence on the part of Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, Whistler Blackcomb Employment Corp., and their employees, ski and snowboard instructors, guides, volunteers, agents (including Big Red Dog Productions Inc. dba Extremely Canadian), independent contractors, subcontractors, representatives, sponsors, successors and assigns (hereinafter collectively "Whistler Blackcomb"). I understand that negligence includes failure on the part of Whistler Blackcomb to safeguard or protect me from the risks, dangers and hazards of participating in Snow School Programs.

### RELEASE OF LIABILITY

I agree to waive any and all claims and to release Whistler Blackcomb from any and all liability from any loss, damage, expense or injury, including death, that I may suffer as a result of participating in Snow School Programs, 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 on the part of Whistler Blackcomb. I understand that negligence includes failure on the part of Whistler Blackcomb to safeguard or protect me from the risks, dangers and hazards of participating in Snow School Programs. I agree that any litigation involving Whistler Blackcomb 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. I further agree that these conditions and any rights, duties and obligations as between Whistler Blackcomb and myself shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction.

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL SUBSEQUENT SNOW SCHOOL PROGRAMS**

**WHISTLER BLACKCOMB'S LIABILITY IS EXCLUDED BY THESE CONDITIONS**

Participant Name:	Date:
Signature of Participant:	ID #:
Witness Name & Company: (print clearly)	Signature:

Whistler Blackcomb respects your privacy. By providing your or another individual's personal information to Whistler Blackcomb or its affiliates, you agree, and confirm your authority from such other individual, to our collection, use and disclosure of such personal information in accordance with our privacy policy available at [www.whistlerblackcomb.com/privacy](http://www.whistlerblackcomb.com/privacy).