

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

Initial

HELMETS ARE STRONGLY RECOMMENDED

TO: Blue Ridge Mountain Resort and its directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, equipment manufacturers, equipment distributors, processors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

RENTAL AGREEMENT

1. I accept full responsibility for the care of the rental equipment ("the Equipment") listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed date.
2. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer questions I may have as to the proper use of the Equipment.
3. [DOWNHILL SKI EQUIPMENT ONLY] I have made no misrepresentation in regard to my height, weight, age or skier type. (This information is required in order to properly adjust the ski boot/binding settings). I agree to verify that the settings appearing in the visual indicator windows on the binding are correct.

ASSUMPTION OF RISK

I am aware of the dangers and hazards and that injuries are a common and ordinary occurrence in these sports.

ALPINE SKIING I understand that the ski boot/binding system may not release during every fall or may release unexpectedly. The ski boot/binding system is no guarantee that the user will not be injured.

SNOWBOARDING/ SNOWSHOEING I understand that the boot/binding system circumstances. I understand that as the boot/binding system is a non-release system, it may increase the risk of not surviving an avalanche.

HELMETS I understand that a helmet designed for recreational snow sports may not prevent a head injury can occur even when a helmet is worn.

HAZARDS AND DANGERS

in the future that I may suffer from a claim, DUE TO THE NEGLIGENCE OF THE RENTER, BINDING AND/OR EQUIPMENT MANUFACTURER, SELECTION OF EQUIPMENT OR FAILURE TO PROVIDE ANY WARNINGS, INSTRUCTIONS OR INSTRUCTIONS AS TO THE USE OF THE EQUIPMENT FOR SNOWSHOEING.

PARENT OR GUARDIAN NAME AND SIGNATURE HERE IF NEEDED

USER NAME AND SIGNATURE HERE

to provide any warnings, instructions or instructions as to the use of the Equipment for snowshoeing.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability, damages, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by a Releasee in connection with the Release Agreement, resulting from my use of the Equipment;
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 Alberta and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within Alberta and shall be under the exclusive jurisdiction of the Courts of Alberta.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of User
Print name of User
Date

Signature of Renter (if different from User)
Print name of Renter
Signature of Technician

