

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!

1. INITIAL	2. INITIAL	3. INITIAL	4. INITIAL	5. INITIAL	6. INITIAL
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TO: Lost Lake Cross Country Connection Corporation, Squamish Lillooet Regional District, Resort Municipality of Whistler and their respective elected officials, directors, officers, employees, guides, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (collectively referred to as the “Releasees”).

ASSUMPTION OF RISKS

The passholder and minor passholders (Passholders) are aware that cross country skiing, snowshoeing, nordic hiking, tobogganing, telemark skiing, snowmobiling, other recreational activities, and participating in snow school lessons, clinics and sessions (collectively the “Activities”) involve many risks, dangers and hazards including, but not limited to: changing weather conditions; 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 lighting which may reduce visibility; variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks, lakes, and exposed holes in the snow pack above streams, or creeks; exposed holes on or adjacent to the trails; exposed rock, earth, ice, and other natural objects; cliffs; crevasses; snowcat roads, road-banks or cut-banks; collision with natural or man-made objects including bridges, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; encounters with domestic and wild animals; 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; travel within or beyond park boundaries; negligence of other persons; and NEGLIGENCE ON THE PART OF ANY OF THE RELEASEES. THE PASSHOLDERS UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT FROM OR WARN OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. The Passholders are also aware that the risks, dangers and hazards referred to above exist throughout and beyond the Park and that many hazards are unmarked. THE PASSHOLDERS 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 permitting the Passholders’ use of the runs, trails, terrain parks, snow play areas, race courses, restaurants, day lodges, parking, access roads and other facilities, cross country trails, asphalt trails, wilderness areas, snow play areas, snowshoe trails and other related facilities (hereinafter “the premises”), the Passholders hereby agree:

1. TO WAIVE ANY AND ALL CLAIMS they have or may in the future have against THE RELEASEES, and TO RELEASE AND SAVE HARMLESS THE RELEASEES from all liability for any loss, damage, expense or injury including death that they or their next of kin may suffer as a result of their use or presence in the Facilities or travel beyond the Park boundaries 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, RSBC 1996, C. 337 ON THE PART OF THE RELEASEES. NEGLIGENCE INCLUDES THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST OR WARN 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 Passholders or third party, resulting from their use of or presence in the Facilities or travel beyond the Park boundaries;

3. This Release Agreement shall be effective and binding upon the Passholders’ heirs, next of kin, executors, administrators, assigns and representatives, in the event of 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 British Columbia.

In entering into this Release Agreement, the Passholders are not relying upon any oral or written representations or statements made by any of the Releasees with respect to the safety of the Activities other than what is set forth in this Release Agreement.

The Season Pass(es) issued to the Passholder(s) are the property of the Releasees, are not transferable, are not for resale and are revocable for misconduct or breach of the Cross Country Skiers Responsibility Code and Park Safety Rules.

THE PASSHOLDERS HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND ARE AWARE THAT BY SIGNING THIS AGREEMENT THEY ARE WAIVING CERTAIN LEGAL RIGHTS WHICH THEY OR THEIR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST ANY OF THE RELEASEES.

Adult Passholder(s) (19+) (including Parent/Guardian of Minor Passholder(s))				
Passholder's Name (print clearly)	Passholder's Date of Birth	Passholder's Signature	Current Date (mm/dd/yy)	Witness
1.	Mm/dd/yy		Mm/dd/yy	
2.	Mm/dd/yy		Mm/dd/yy	
Minor Passholder(s) (if any) (youth 13-18 name & signature required; children 0-12 name only)				
3.	Mm/dd/yy		Mm/dd/yy	
4.	Mm/dd/yy		Mm/dd/yy	
5.	Mm/dd/yy		Mm/dd/yy	
6.	Mm/dd/yy		Mm/dd/yy	
			Primary Contact co #	

TERMS AND CONDITIONS

- SEASON PASSES ARE NON-REFUNDABLE AND NON-TRANSFERABLE. We may request identification to verify its validity.
- Season passes remain the property of "Lost Lake Nordic Trails". Passes may be suspended or revoked for misuse or violation of the 'Cross Country Responsibility Code' or park safety rules. Use of this pass by anyone other than the registered Passholder, or alterations to the season pass will result in cancellation of that pass.
- Passholder agrees to comply with instruction of Nordic area personnel and all posted signs, to remain alert to hazards, and to act in a careful and prudent manner at all times. Ski area personnel may revoke passholder's access to the Nordic area for misconduct including dangerous behaviour, utilizing closed trails or nuisance.
- Season Passes are valid for the winter season in which the pass is purchased, expiring at season's end as determined by each ski area.
- We require any new Passholders to show proof of age and address when picking up their pass, even if part of an existing family. Passholders who have misrepresented their age or family status may forfeit use of their passes.
- The Passholder is responsible for their pass at all times and agrees that anyone using their pass who is not the Passholder constitutes fraud, which is an offence punishable by law.
- All age category cut-off dates are as of the date the Nordic pass is purchased.
- Pass Deferrals:
 - Will only be considered in the event of serious injury or illness. The injury or illness must prevent participation in Nordic activities for at least 30 consecutive days. A doctor's certificate must be provided stating the nature of the injury, date of injury, and how long you have been advised not to participate in Nordic activities.
 - Deferral requests will not be accepted after April 1st of the current season and must be requested within 30 days of the dated injury. All requests must be submitted in writing by the Passholder (or parent/legal guardian) or in person at the Meadow Park Guest Services desk. A \$25 administration fee will be applied to finalize any pass deferral.

OTHER INFORMATION AND CONSENT

- Always check the daily operating hours and conditions updates before arriving at Lost Lake Nordic Trails. Visit whistler.ca/grooming or call the Snowphone at 604-935-7529 (press 2). It is the Passholders' responsibility to check for temporary closures, the Nordic Area's Opening /Closing dates and special event notifications.
- Privacy Consent:** Personal information you provide on this form is collected for the purpose of processing your season's pass application, delivering information and materials related to your season's pass purchase and for contact purposes in case of emergency. This information is collected for our internal use and will not be disclosed except as may be permitted or required by law. This information may be shared with the Cross Country Connection (RMOW's ticket agent). If you have any questions about how your personal information is collected, used or disclosed, please contact recreation@whistler.ca.

I HEREBY AGREE TO THE ABOVE TERMS, CONDITIONS AND PRIVACY CONSENT:

1. INITIAL	2. INITIAL	3. INITIAL	4. INITIAL	5. INITIAL	6. INITIAL
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Please indicate below if you would like to receive the following emails/information:

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I wish to receive information from Lost Lake Nordic Trails including opening/closing details, special events and promotions

Privacy Consent: Personal information is collected for the purposes of providing promotional details including deals, opening/closing dates as well as special events offered by Lost Lake Nordic Trails (RMOW) and/or its operating partners including Cross Country Connection under the authority of s.26(c) of the Freedom of Information and Protection of Privacy Act. By providing your email you are providing consent to receive such emails. You can unsubscribe at any time by emailing us at recreation@whistler.ca.

1.

2.

CROSS COUNTRY RESPONSIBILITY CODE

THERE ARE ELEMENTS OF RISK THAT COMMON SENSE AND PERSONAL AWARENESS CAN HELP REDUCE. REGARDLESS OF HOW YOU DECIDE TO USE THE TRAILS, ALWAYS SHOW COURTESY TO OTHERS. PLEASE ADHERE TO THE CODE LISTED BELOW AND SHARE WITH OTHERS THE RESPONSIBILITY FOR A SAFE OUTDOOR EXPERIENCE.

1 Always check posted trail conditions.

2 Ski in indicated direction and obey all posted signs and warnings. Keep off closed trails.

3 Always ski to right when meeting on-coming skiers and when skiing on double track.

4 Yield the track to faster skiers and skiers calling "track".

5 Ski in control. On two-way trails descending skiers have the right-of-way.

6 Do not stop where you obstruct a trail or are not visible to others. Move off the track quickly if you fall or during rest stops.

7 Do not litter. Take out what you pack in. Respect all property.

8 Report all incidents.

Know the Code - Be Safety Conscious

It is Your Responsibility