

**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!**

**INITIAL**

**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").

Name of Participant(s)			
Name:		City:	
Name:		Country:	
<i>List participants under 19 the person above is a parent/legal guardian of, if any (collectively, "participant minors"):</i>			
Name:		Name:	
Name:		Name:	

**ASSUMPTION OF RISKS**

The Participants and Participant Minors (Participants) are aware that cross country skiing, telemark skiing, snowshoeing, nordic hiking, sledding, tobogganing, and other recreational activities, snowmobiling, participation in lessons, clinics and sessions (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; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or 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; cliffs; road-banks or cut-banks; collision or impact with natural or man-made objects including bridges, fences, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; collision with other persons; encounters with wildlife, loss of balance or control; 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 skiers, snowshoers and other persons including but not limited to "slips, trips and falls and accidents", as well as 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; and **NEGLIGENCE ON THE PART OF ANY OF THE RELEASEES. THE PARTICIPANTS UNDERSTAND 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 Participants are also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many hazards are unmarked. **THE PARTICIPANTS FREELY ACCEPT AND 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 Participants' 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 Participants 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 on the premises or travel beyond the premise 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 Participants or third party, resulting from their use of or presence on the premises or travel beyond the Park boundaries;
3. This Release Agreement shall be effective and binding upon the Participants' 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 Participants 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 Day Pass issued to the Participant(s) is the property of the Releasees, is not transferable, is not for resale and is revocable for misconduct or breach of the Cross Country Skiers Responsibility Code and Park Safety Rules.

**THE PARTICIPANTS 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 Participant(s) (including Parent/Guardian of Minor Participant(s))		Minor Participant(s) (if any) (youth 13-18 signature required; children 0-12 name only)	
Print Name:		Print Name:	Signature:
Signature:		Print Name:	Signature:
Print Name:		Print Name:	Signature:
Signature:		Print Name:	Signature:
Date:			
<b>STAFF INITIAL FOR COMPLETION</b>			

## 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**

