

**BLACKCOMB SNOWMOBILES LTD.**

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

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN  
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE  
PLEASE READ CAREFULLY!

INITIAL

PLEASE PRINT

Name	Last	First	Initial
Address	Street	City	Prov/State
	Country	Postal code	Date of Birth
			Age
Email			

**To: BLACKCOMB SNOWMOBILES Ltd., HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, and their directors, officers, employees, agents, guides, instructors, representatives, successors and assigns (hereinafter collectively referred to as the "Releasees")**

**DEFINITIONS**

In this agreement Blackcomb Snowmobiles Ltd. shall include all activities: Snowshoe Tours, Snowcoach Tours, events or services provided, arranged, sponsored or authorized by Blackcomb Snowmobiles Ltd. including but not limited to: use or operation of snowshoe and snowshoe trails; transportation; orientation or instructional courses, seminars and sessions; and all other activities, events and services in any way connected with or related to Blackcomb Snowmobiles Ltd.

**ACKNOWLEDGEMENT OF SAFETY**

I acknowledge that I have been advised of all safety procedures while participating in these tours. I am aware that there are technicians available to answer questions I may have as proper use of the equipment. I have read and am fully aware of the Safety Rules and Regulations.

**ASSUMPTION OF RISKS**

I am aware that "snowshoe and snowcoach" involves many risks, dangers and hazards. The trail may have many risks, dangers and hazards, including but not limited to: rocks, boulders, forest dead fall; holes and depressions; road banks, fences and other man-made structures; rough waters, encounters with wildlife, including bears, cougars, and wolves, equipment or other persons; failure to participate within one's own ability or within designated areas; negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS of Blackcomb Snowmobiles Ltd.

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

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

In consideration of the Releasees allowing me to participate in Blackcomb Snowmobiles Ltd. Snowshoe, Snowcoach and use of their premises, equipment, designated trails and track, parking lots and other facilities (hereinafter referred to as "The Facilities")

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, damages, expense or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in Blackcomb Snowmobiles Ltd. or my presence on the Facilities 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, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY AS REFERRED TO ABOVE.**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damages to property of, or personal injury to, any third party resulting from my use or presence on The Facilities.

3. This 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 Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the RELEASEES with respect to the safety of Blackcomb Snowmobiles Ltd. other than what is set forth in this Agreement.

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Signature of Witness
Print name of Witness

Signature of Participant
Signature of Parent or Guardian if Participant is under 19 years of age

**THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, SIGNED, DATED AND WITNESSED BY US PRIOR TO PARTICIPATING WITH US**