

PACIFIC RIM WAIVER & RELEASE AGREEMENT

Ski Big White, February 5-12, 2014

ASSUMPTION OF RISKS

I am aware that participation in the Pacific Rim Ski Week listed above, has, in addition to the usual risks, dangers and hazards associated with travel, alpine, Nordic, Heli or off-piste skiing and snowboarding, certain additional risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions, exposed rock, earth, ice, trees or other natural objects; the condition of snow or ice on or beneath the skiing surface; changes or variations in the skiing surface or subsurface, including changes due to man-made or artificial snow, streams, creeks, glaciers and exposed holes in the snowpack above streams, creeks or glaciers; impact or collision with natural objects or ski lift towers, snow making equipment, snow grooming equipment or other structures, objects or equipment used in connection with skiing, snowboarding or ski racing; impact or collision with other skiers, snowboarders or spectators; avalanches; the failure to ski safely or within one's own ability or within designated areas; negligence of other skiers or snowboards; and negligence on the part of the organizations or their staff. I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many are unmarked. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS, RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for my being permitted to participate in the Pacific Rim Ski Week [hereinafter referred to as "the Ski Week"], I hereby agree to the following:

- To waive any and all rights and claims for damages I have or may have in the future against Pacific Rim Alliance, Big White Ski Resort, White Crystal Inn, and their owners, directors, officers, agents, and employees, and their representatives [collectively referred to as the "Releasees"];
- To release the Releasees from any and all liability for any loss, damage, injury or expenses [including reasonable attorney's fees] that I may suffer or that my next of kin may suffer as a result of my participation in the Ski Week, due to any cause whatsoever, including negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property, breach of contract, or breach of any statutory or other duty of care;
- To hold harmless and indemnify the Releasees from any and all liability for any property damage or personal injury to any third party, resulting from my participation in the Ski Week;
- This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assignees and representatives in the event of my death or incapacity.
- If any part of this contract is determined to be unenforceable for any reason, it is intended that all other terms will be enforced in all other circumstances.

I AM OF THE FULL AGE OF 18 YEARS AND I HAVE CAREFULLY READ AND CLEARLY UNDERSTAND THIS RELEASE OF LIABILITY PRIOR TO SIGNING IT. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNEES MAY HAVE AGAINST THE RELEASEES. I VOLUNTARILY SIGN THIS PARTICIPATING WAIVER AND RELEASE AGREEMENT. IF UNDER THE AGE OF 18, PARENT OR GUARDIAN MUST SIGN.

PARTICIPANT: _____

[PARENT/GUARDIAN]

[PLEASE PRINT NAME CLEARLY]

SIGNATURE: _____

DATE: _____

This ORIGINAL agreement of the above Waiver and Release Agreement must be completed in full, dated, and signed by the participant [parent or guardian] before the participant will be permitted to take part in this Ski Week.