

**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

This Release Agreement shall apply to all subsequent Season Passes/Membership Renewals

INITIAL

Name	Last	First	Initial	Phone
Address	Street City			Prov.
	Postal Code E-mail			Birthdate / M / D / Y /

**TO: RESORTS OF THE CANADIAN ROCKIES INC.
NAKISKA SKIAREA
FERNIE ALPINE RESORT**

**KIMBERLEY ALPINE RESORT
KICKING HORSE MOUNTAIN DEVELOPMENT CORPORATION
THE LAKE LOUISE SKI AREA LTD.**

and their respective, affiliates, directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, hosts, volunteers, successors and assigns (hereinafter collectively referred to as the "**Releasees**").

ASSUMPTION OF RISKS

I am aware that skiing, snowboarding, snowshoeing, cross-country skiing, snow biking, sightseeing, participating in snow school lessons, clinics and sessions, and the use of the facilities at the ski areas (hereinafter collectively referred to as the "Activities") involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; sudden and unexpected changes in weather conditions; avalanches; 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 the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; exposed holes on or adjacent to the trails; rockfall; snowcat roads, road-banks or cut-banks; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; collision with other persons, encounters with wild animals; 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; failure to act safely or within one's own ability or to stay within designated areas; negligent first aid; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski areas and that many hazards 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 of the Releasees accepting my application for a Season Pass/Membership or Direct To Lift Card/ticket and permitting my use of the lifts, runs, trails, terrain parks, tube park, race courses, restaurants, daylodge and other facilities (hereinafter the "Facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my use of 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 ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** for any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the Facilities or travel beyond the ski area boundary;
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 the Province where the Activities take place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province where the Activities take place and shall be within the exclusive jurisdiction of the Courts of that Province.

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

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this ____ day of _____, 20__

Signature of Witness (RCR employee only)

Please print name clearly

Signature of Participant

Print name clearly

Signature of Parent / Guardian (if participant is under the age of 16 years)

USER AGREEMENT - Season Pass & Loyalty Cards

PLEASE READ RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT ON REVERSE SIDE

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

Initial

Refund Policy Season Pass / Membership Only:

There will be NO REFUNDS on Season Pass/Memberships unless the REFUND OPTION has been purchased at the time of Season Pass Membership purchase. Refunds will only be considered for medical conditions (supported by medical doctor's note) OR a transfer of employment (supported by a letter from the employer). The cost of the refund option is non-refundable and all Season Pass Memberships are non-transferable. (Applying does not guarantee refund). Please apply at www.skircr.com/refunds

Refund amounts are based on the following formula:

The cost of the Season Pass / Membership less (the number of days used, multiplied by the rack day ticket rate for the resort skied at, and based on the applicable age category) to a maximum of percentage as follows:

Refund Amount	Date of Claim
100%	Prior to Dec 15 or first Ski Day (whichever comes first)
60%	Prior to Jan 15
40%	Prior to Feb 15
25%	Prior to March 15
0%	On or after March 15

*Only valid for season of purchase

Refunds relating to Family Passes / Memberships will be calculated based only on the injured party's portion of the Family Pass / Membership.

Terms And Conditions

By initialing the box the Season Pass Holder agrees to the terms and conditions listed below:

- The Season Pass / Membership can only be used by the individual or family member that the Season Pass / Membership was issued to.
- The Season Pass / Membership is not transferable and is not available for resale. A \$500 penalty will apply in the event the Season Pass / Membership is used by another individual or family member. This penalty will apply regardless if the Member is aware of the misuse or not.
- The Member is liable for any misuse of the Season Pass / Membership when not in the possession of the Member, unless the Season Pass / Membership has already been reported as lost or stolen.
- In addition to the penalty for misuse of a Season Pass / Membership, the Member will lose all lift access privileges at all Resorts of the Canadian Rockies resorts.

Initial

Members are reminded that Season Pass / Memberships are valuable, and should be kept in a safe place at all times.

- The Member is responsible to report the loss, theft or damage of the Season Pass / Membership.
- If the Season Pass / Membership is lost, stolen, damaged, or left at the Member's home, Resorts of the Canadian Rockies will issue one free replacement Season Pass / Membership. The original Season Pass / Membership will be deactivated and listed as lost or stolen. For subsequent replacements the Member will be charged an administration fee of \$20.
- When picking up the original or reissued Season Pass / Membership, the Member will be required to present a valid photo ID or student ID if Student Pass is purchased.
- The Member is required to know, understand, follow and respect, the Alpine Responsibility Code. Contravention of the Alpine Responsibility Code will result in temporary or permanent loss of access to the ski lift system and ski trails at all Resorts of the Canadian Rockies resorts. There will be no refunds due for a Season Pass / Membership resulting from any such loss of privileges.