

**Snow Valley Resorts (1987) Ltd. SPECIAL EVENT RELEASE**

**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 CERTAIN LEGAL RIGHTS, INCLUDING THE  
RIGHT TO SUE**

**PLEASE READ CAREFULLY!**

**EVENT:** Acrobag – Progression Tour Twentytwelve (hereinafter referred to as "the Event")

**NAME OF PARTICIPANT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**DATE OF BIRTH:** \_\_\_\_\_  
(dd/month/yyyy)

**TO:** **Snow Valley Resorts (1987) Ltd. (hereinafter referred to as "the Ski Area")**

**AND TO:** **0871609 B.C. Operating under the unincorporated name of Acrobag**

I am aware that the Event has, in addition to the usual dangers and risks inherent in the sport of snow skiing, certain additional dangers and risks including, but not limited, the danger and risk of collision with natural and man-made objects and with other skiers and spectators, and I freely accept and fully assume all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom.

In consideration of the Ski Area and Acrobag permitting my participation in the Event 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, AND ALSO INCLUDING THE 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 RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my participation in the Event due to any cause whatsoever, INCLUDING ANY NEGLIGENCE ON THE PART OF THE RELEASEES:
3. 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 Event.
4. THAT this Release of Liability shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death.

I am of the full age of 18 years and I have read and understand this Release of Liability prior to signing it, and 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 assigns may have against the Releasees.

Signed this \_\_\_\_\_th day of \_\_\_\_\_ 2012.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Parent/Guardian (If under the age of 18 years)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Printed Name of Parent/Guardian (If under the age of 18 years)

**THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED BY THE PARTICIPANT and/or PARENT/GUARDIAN (if under 18 years), AND WITNESSED, BEFORE THE PARTICIPANT WILL BE PERMITTED TO PARTICIPATE IN THE EVENT.**

Schedule D



PLEASE READ CAREFULLY
PARTICIPANT AGREEMENT NOT TO SUE,
VOLUNTARY ASSUMPTION OF THE RISK AND WAIVER OF CLAIM

This RELEASE OF LIABILITY, VOLUNTARY ASSUMPTION OF THE RISK AND WAIVER OF CLAIM AGREEMENT ("Agreement"), is entered into by and between... ("Participant"), and the 0871609 B.C. LTD. Operating under the unincorporated name of ACROBAG (, including its affiliated entities and subsidiaries and their officers, agents, directors, shareholders, partners, sponsors and employees, owner(s) of property where ACROBAG is operated, hereinafter referred to as ACROBAG). As used in this Agreement, the term Participant shall include the parent of legal guardian where the Participant is under the age of eighteen (18).

WHEREAS, Participant has decided to voluntarily participate in the ACROBAG "Event"

at: \_\_\_\_\_ on \_\_\_\_\_ or from \_\_\_\_\_ to \_\_\_\_\_

WHEREAS, Participant, recognizing that participation in any of the Events, lessons or activities is a HAZARDOUS ACTIVITY which is inherently dangerous, has voluntarily entered one or more of the events or participated in any activities or lessons despite all known and unknown risk of serious personal injury and/or death presented by practicing for and actually participating in the various events, lessons or activities; and

WHEREAS, Participant understands that this Agreement is a general release barring Participant from bringing any claim for personal injury and/or death which is in any way related to practicing for or participation in any of the Events, lessons or activities; and

WHEREAS, Participant knows his/her own capabilities and limitations regarding each of the Events, lessons and activities entered or participated; and

NOW, THEREFORE, in consideration of being permitted to participate in one or more of the Events, lessons and activities, Participant expressly and freely agrees as follows:

- 1. To ASSUME ALL RISKS of serious personal injury and/or death arising from practicing for and/or participating in the various Events, lessons or activities.
2. To inspect the area prior to practicing for or participating in any of the Events, lessons or activities.
3. To WAIVE AND RELEASE FROM LIABILITY AND HOLD HARMLESS any and all claims that Participant may in the future have against ACROBAG, its officers, agents, partners, sponsors, employees, directors, shareholders, affiliated entities, subsidiaries and all insurers, for any and all loss, damage, injury or expense that Participant may suffer, or that Participant's next of kin may suffer, as a result of Participant's practicing for or participation in any of the Events, lessons or activities, due to any cause whatsoever, excluding negligence of the part of ACROBAG its respective officers, agents, sponsors, partners, employees, directors, shareholders, affiliated entities, subsidiaries, owner(s) of property where ACROBAG is operated, any entity or person hired to perform any function with respect to the Event, and all volunteers.
4. In entering into this Agreement the Participant is not relying on any oral or written representations or statements made by ACROBAG with respect to the safety of ACROBAG Events other than which is set forth in this Agreement.
5. That this Agreement shall be interpreted in accordance with the laws of the Province of British Columbia.
6. That any dispute regarding the enforceability of this Agreement shall be filed in the courts of the Province of British Columbia, and shall not be transferred to any other province or state.
7. If any term, provision, Covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

I, the undersigned Participant acknowledge having been advised by ACROBAG that it would be to my benefit to obtain insurance before participating in this event. I, the undersigned Participant, having read and understood the terms of this Agreement, sign this Agreement freely and of my own accord, realizing that it is binding upon myself, my heirs, assign and next of kin.

Date Participant's Date of Birth Signature of Participant
Witness Name Witness Occupation Signature of Witness