

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Participant Signature

IN CONSIDERATION of my being permitted to participate in the course, guided trip, program or activity (referred to as “the Activity”), (insert name of Activity), offered or organized by Canada West Mountain School Inc., I hereby for myself, my heirs, executors, administrators and assigns, release and forever discharge Canada West Mountain School Inc., carrying on business as Canada West Mountain School, Wilderness Medical Consultants or Whistler Ski Guides, its directors, officers, employees, guides, instructors, leaders, contractors, volunteers and managers, (all of which are referred to as “**the Releasees**”) from and against all claims, actions, costs, expenses and demands by reason of any damage, loss, death or injury to my person or property, howsoever caused, arising out of or in connection with my participation in the Activity notwithstanding that the same may have been contributed to or occasioned by the negligence of **the Releasees**.

I AGREE to save harmless and indemnify **the Releasees** from and against all claims, actions, costs, expenses and demands in respect of any death, injury, loss or damage to my person or property, howsoever caused, arising out of or in connection with the Activity notwithstanding that the same may have been contributed to or occasioned by the negligence of **the Releasees**.

I RECOGNIZE AND ACKNOWLEDGE that the Activity has inherent risks, hazards and dangers including, but not limited to, the following:

- Sudden changes in, and extremes of, weather conditions that can affect the safety of participants on the Activity;
- Equipment failure, including improper use of equipment and equipment malfunction;
- Being struck by falling rocks, ice and other objects, either naturally caused or caused by other people;
- Getting caught in snow avalanches that may be caused naturally, by the Participant or by other people;
- Falling on steep or difficult terrain, including falling while climbing or scrambling on rock, snow, ice and ground;
- Travel in terrain which is dangerous or difficult to negotiate, including dense bush, rough and slippery ground, river crossings and off-trail terrain;
- Becoming lost in remote or inaccessible areas which may lead to delayed return or increased risk of injury;
- Accidents involving motor vehicles on and off roads, mechanical lifts, snowmobiles, helicopters and airplanes that are out of the control of **the Releasees**;
- Encounters with aggressive or unpredictable animals including but not limited to bears, cougars, rodents and other animals that may cause injury or damage to your property;
- All other risks, hazards and dangers associated with the Activity and generally with travel in mountainous terrain and off-trail travel.

All of which risks, dangers and hazards may cause discomfort, damage, injury, loss or death to my person or property.

I ALSO RECOGNIZE AND ACKNOWLEDGE that the following events and conditions can cause or contribute to the inherent risks, hazards and dangers of the Activity

- Inappropriate or inadequate equipment or clothing;
- Poor or inadequate physical fitness or health;
- Failure to obey the directions of the Guides, instructors or leaders;
- Failure to exercise good judgment or pay due care and attention.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WILDERNESS ACTIVITIES AND 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.

I FURTHER AGREE to bear all costs of rescue and medical treatment rendered to me, or for my benefit, arising from the Activity.

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

I HAVE READ AND UNDERSTOOD THIS INDEMNITY AND RELEASE OF LIABILITY AND ACCEPT ITS TERMS

<i>WITNESS Signature</i>
<i>PRINT Name of Witness</i>

<i>Signature of Participant</i>
<i>Date</i>
<i>Signature of Parent/Guardian if Participant is under age 19</i>