

Release Form

Cross Country Connection (at Lost Lake Park, Whistler)

Name

Telephone

Permanent Address

City

Prov./State

Postal Code

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT PLEASE READ CAREFULLY!

TO: Lost Lake Cross Country Connection Corporation, the Resort Municipality of Whistler and their directors, officers, employees, guides, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

RENTAL AGREEMENT

1. I accept full responsibility for the care of the rental equipment ("the Equipment") listed on this form and I agree to pay for any damage to the Equipment and to replace at full retail value any Equipment not returned by the agreed date.
2. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer any questions I may have as to the proper use of the Equipment.

Participant INITIALS:

1.	<input type="text"/>	2.	<input type="text"/>
3.	<input type="text"/>	4.	<input type="text"/>

DEFINITIONS

In this Release Agreement the term "**Activities**" shall include cross-country skiing, snowshoeing, and all other recreational or sports activities, lessons and tours that take place at Lost Lake Park.

ASSUMPTION OF RISKS

I am aware that participating in the Activities involves various risks, dangers and hazards and that injuries are a common and ordinary occurrence of these sports. These risks, dangers and hazards include but are not limited to: collision with natural or man made objects, including rocks, stumps, trees and mechanical snow grooming equipment; collision with other persons; variable and difficult snow conditions; negligence of other persons; and NEGLIGENCE ON THE PART THE RELEASEES including failure on the part of the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of the Activities. I am also aware that backcountry travel should not be attempted without specific training and equipment.

I understand that the boot/binding system used for cross-country skiing and snowshoeing is not designed or intended to release and will not release under normal circumstances. I understand that as the boot / binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS
ASSOCIATED WITH THE ACTIVITIES AND THE USE OF THE EQUIPMENT.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental of the Equipment or my participation in the Activities, I hereby agree as follows:

1. I AGREE 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 damage, expense or injury including death that I may suffer, or that my next of kin may suffer, resulting from or arising out of any aspect of my use of the Equipment or participation in the Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, in respect of the selection or maintenance of the Equipment or in respect of the provision or failure to provide any warnings, directions or instructions as to the use of the Equipment or the risks, dangers and hazards of the Activities.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party;
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 of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS 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.

	Name of Participant please print clearly	Signature (Parent or Guardian if participant is under 19 years)	Date M / D / YY	Witness (signature)	Print name of Witness
1.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
2.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
3.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
4.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

THIS AGREEMENT MUST BE SIGNED, DATED AND WITNESSED

1. Use your computer to fill in this document before printing.
2. Use 8.5 x 14" (legal) paper or reduce to fit your paper.
3. INITIAL and SIGN the document after printing.