

**RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
BY SIGNING THIS DOCUMENT YOU WILL WAIVE
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!

Initial

Name	Last		First		Initial
Address	Street (Inc. Apt #)				
	City		Province		Postal Code
Birthdate	Day	Month	Year	Phone #:	
	Parent/Guardian Name (if Participant is under 18)			Last	First

TO: BLUE MOUNTAIN RESORTS LIMITED, INTRAWEST ULC AND LOUNT & MILLER INC. and their respective directors, officers, employees, agents, volunteers, independent contractors, representatives, successors and assigns (collectively hereinafter referred to as the "RELEASEES").

AS PART OF MY CONSIDERATION FOR THE USE OF THE RESORT PREMISES AND FACILITIES AT ANY AND ALL TIMES DURING THE 2010 BIKE SEASON, I AGREE TO THE FOLLOWING TERMS:

DEFINITIONS

- In this agreement, the term "Event" shall include but is not limited to Cycling competitive programs, competitions, races and training, arranged, organized, conducted, sponsored or authorized by the Releasees. "Cycling" shall include riding on double track, single track or downhill trails, as well as any other terrain and refers to mountain biking, road riding or racing, both on a set course or otherwise, and any other use of the premises using a bike.

ACKNOWLEDGEMENT

- I acknowledge that I am required to wear an approved helmet and/or other safety equipment while participating in the Event. I am aware that the physical exertion required of the Event and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that the level of participation is at all times completely up to the individual.
- I understand that as part of my participation in the Event my photograph may be taken by a representative of Blue Mountain Resorts or any media that may be present and that my photograph may be used in promotional advertising or media coverage of the event. This constitutes my authorization to use my image for such purposes.

Initial Here

ASSUMPTION OF RISKS

- I am aware that participation in the Event involves many risks, dangers and hazards including, but not limited to: changing weather conditions; mechanical failure of bicycles; loss of balance; difficulty or inability to control one's speed and direction; variation or changes in the cycling terrain including holes, depressions, loose gravel, rocks, mud, creeks, etc.; the use of lifts; impact or collision with lift towers or other structures or objects used in connection with cycling; impact or collision with pedestrians, motor vehicles, other cyclists or racers, spectators or course officials; impact or collision with trees, tree stumps, forest deadfall, rocks, or other natural or man-made objects on or adjacent to the cycling terrain; collision with other natural or man-made features or falls from improper use of such features; encounters with wildlife; travel on highways and back-country roads; becoming lost or separated from the guides or instructors or other course participants. I am also aware that the risks, dangers and hazards referred to above exist throughout the terrain used for cycling and many are unmarked.
- I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE EVENT, 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 ALSO ACCEPT RESPONSIBILITY FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY OR AS A RESULT OF MY PARTICIPATION IN THE EVENT.**

CONTINUE TO NEXT PAGE



RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

6. In consideration of the Releasees accepting my application to participate in the Event and permitting my use of their property, premises, parking and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree:

a) **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, injury including death, or expense that I may suffer, or that my next of kin may suffer, either directly or indirectly, as a result of my participation in the Event and my use of the premises and 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 THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c.O.2, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS DANGERS AND HAZARDS OF THE EVENT;**

- b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the Releasees resulting from my participation in the Event and my use of the premises and facilities,
- c) That this 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;
- d) This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction;
- e) That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario; and
- f) In entering into the Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Event, other than what is set forth in the Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM AGREEING TO THE FOLLOWING;

- I. **THAT I AM ASSUMING ALL RISK OF INJURY, LOSS OR DAMAGE WITH RESPECT TO THE EQUIPMENT, THE ACTIVITY I WILL BE PARTICIPATING IN AND THE USE OF THE PREMISES AND FACILITIES;**
- II. **THAT I AM WAIVING ANY AND ALL CLAIMS ARISING FROM ANY CAUSE WHATSOEVER AGAINST THE RELEASEES, ON BEHALF OF MYSELF AND MY HEIRS, SUCCESSORS AND ASSIGNS; AND**
- III. **THAT I WILL INDEMNIFY THE RELEASEES IF ANY SUCH CLAIMS ARE BROUGHT AGAINST THEM.**

Signed this ____ day of _____, 20 ____.

Witness Signature
Witness Name (printed)

Signature of participant
Signature of parent/ legal guardian (if participant is under 18 yrs.)

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, DATED, SIGNED AND WITNESSED PRIOR TO PARTICIPATING IN THE EVENT