

# PLEASE READ

NOTICE TO USERS OF THESE FACILITIES

## **Exclusion of Liability Assumption of Risk Jurisdiction**

THESE CONDITIONS MAY AFFECT YOUR LEGAL RIGHTS

PLEASE READ CAREFULLY!

As a condition of use of the resort facilities, the Facility User assumes all risk of personal injury, death or property loss resulting from any cause whatsoever including but not limited to the risks, dangers and hazards of the alpine coaster, hiking trails, climbing wall, putting course, ropes courses and zip lines, Segway tours, Bagjump, Plunge, paddleboating, kayaking, canoeing, mountain biking and cycling, and all other recreational activities; tripping, slipping and falling, including falling from heights; changing weather conditions; variation or changes in the terrain; impact or collision with trees, fences, platforms or other natural or man-made objects or with other participants, pedestrians, vehicles or equipment; misuse of the equipment or facilities; condition of and hidden defects in the equipment; mechanical failure; improper landing; encounters with wildlife; aggravation of pre-existing injuries, conditions or congenital anomalies; the possibility of fatigue, straining, pinching, drowning or overexertion; negligence of other participants; or negligence, breach of contract, or breach of statutory duty of care on the part of Blue Mountain Resorts LP, Blue Mountain Resorts GP Inc., Intrawest ULC, and Blue Mountain Village Association and their affiliated corporations and partners and their respective directors, officers, employees, volunteers, agents, independent contractors, subcontractors, representatives, sponsors, successors and assigns (hereinafter collectively referred to as the "Resort Operator"). The Facility User agrees that the Resort Operator shall not be liable for any such personal injury, death or property loss and releases the Resort Operator and waives all claims with respect thereto. The Facility User agrees that any litigation involving the Resort Operator will be brought within the exclusive jurisdiction of the Courts of Ontario and any rights, duties and obligations as between the parties will be governed by and interpreted in accordance with the laws of Ontario.

THE RESORT OPERATOR'S LIABILITY  
IS EXCLUDED BY THESE CONDITIONS

PLEASE BE RESPONSIBLE FOR YOUR OWN  
SAFETY IN ALL ACTIVITIES