

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, WARNING, ASSUMPTION OF RISK, INDEMNITY, AND CONSENT TO MEDICAL TREATMENT/TRANSPORT AGREEMENT**

BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THE EFFECT OF THIS AGREEMENT MAY VARY FROM JURISDICTION TO JURISDICTION.

**PLEASE READ CAREFULLY!**

WHENEVER "YOU", "YOUR", "I", "ME", "MY", "MYSELF", OR "WE" IS USED IN THIS AGREEMENT, IT REFERS TO ALL RELEASORS WITHOUT HAVING TO RESTATE THAT INTENT EVERY TIME "YOU", "YOUR", "I", "ME", "MY", "MYSELF", OR "WE" IS USED.

**DEFINITIONS**

As used in this Agreement, whether in the singular or plural:

"Activities" means all skiing and snowboarding activities (including clinics and lessons); Events; snowshoeing; biking; snow/ski biking; hiking; tubing; tobogganing; up-hilling; touring; guided tours; Resort-provided transportation; Equipment rental, use, tuning or repair; any other access to or use of a Resort, including access to or use of terrain parks, mountain coasters, alpine slides, ice skating, zip lines, climbing walls, tubing facilities, trampolines and other amusement events, facilities or features, food and beverage locations, retail locations, buildings and premises, base areas, trams, gondolas, chairlifts, rope or other tows, moving carpets or other conveyances, vehicles, sidewalks, stairways, trails and parking lots; and, if volunteering at or for the Resort, all tasks carried out as a volunteer.

"Agreement" means this "Release of Liability, Waiver of Claims, Warning, Assumption of Risk, Indemnity, and Consent to Medical Treatment/Transport Agreement."

"Equipment" means all equipment offered for use or rent by a Resort, including skis, snowboards, bikes, snow/ski bikes, snowshoes, snowblades, skiboards, boots, poles, bindings, helmets, apparel, goggles, ice skates, tubes, toboggans, or sleds, harnesses, exercise equipment or any other equipment used to participate in an Activity.

"Events" means competitions, races and other special or competitive events, including pre- and post-event activities such as "warming up" and "cooling down", training, practicing, the use of training courses and spectating.

"Minors" means all minor participants named below.

"Pass" means the season or other frequency pass product that provides access to a Resort.

"Releasors" means all participants signing this Agreement and all Minors and all other participants on behalf of whom a signatory signs this Agreement.

"Resort" means each ski area, resort, facility and operation accessed with the Pass or at which Releasors participate in Activities, including without limitation Blue Mountain Resort and Tremblant.

**PASS ADVISORY**

**Be advised:** You must sign this Agreement to purchase the Pass at a discounted price from the day ticket price or to participate in certain Activities at a Resort.

The Pass does not guarantee access to a Resort for a minimum or a maximum number of days in each season or that a Resort will be open for a minimum or a maximum number of days each season. Use of the Pass to access a Resort is subject to, among other things, the Resort being open and having the capability and/or capacity to grant access. Each Resort reserves the right to close or limit access to the Resort for weather, safety, or any other reason at its sole discretion with or without notice during each season.

I understand, accept and agree that use of the Pass is subject to the length and occurrence of each season, which may be affected by weather, weather-related events, travel advisories, public health or government order, or any other event or occurrence that limits or prohibits a Resort from its full or partial operations.

I understand, accept and agree that the Pass is for the sole use of the individual to whom it is issued, that such individual's likeness, name, and/or other specific information will be associated with the Pass account and visible to Resort staff, and that **the Pass is NOT TRANSFERABLE, CANNOT BE USED BY ANYONE OTHER THAN THE INDIVIDUAL TO WHOM IT IS ISSUED and CANNOT BE RESOLD**. I also understand, accept and agree that the Pass may be confiscated, revoked or suspended at any or all Resorts, if, in the sole judgment and discretion of a Resort or Alterra Mountain Company, I act in any manner that endangers or may endanger the safety of me or another person; I violate the law or Resort policy; I organize or run an unauthorized event; or I provide ski/snowboard lessons, guided tours, or other services at the Resort for compensation without the Resort's prior express authorization; I use the Pass in a fraudulent manner; or I engage in misconduct, abuse Resort staff or other participants, or create a disturbance or nuisance; or I revoke this Agreement. I further understand, accept and agree that such acts may also be prosecuted as a criminal offense, as applicable. I acknowledge the affirmative duty to immediately notify the issuer if the Pass is lost or stolen.

I understand, accept and agree that if I or any Releasor is involved in, or witnesses, a collision or other incident at the Resort, the Resort may disclose my and/or the relevant Releasor's name and contact information to third parties involved in the collision or incident, including the investigation, treatment and adjudication thereof. If consent is required, I or any Releasor expressly consent to such disclosure, and I or any Releasor hereby waive any and all claims against the Resort that I or any Releasor did not consent to such disclosure.

**AGREEMENT EFFECTIVE UNTIL REVOKED**

I UNDERSTAND, ACCEPT AND AGREE THAT THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL I PROVIDE WRITTEN REVOCATION TO EACH APPLICABLE RESORT AND THE REVOCATION IS COUNTERSIGNED BY AN AUTHORIZED SIGNATORY OF EACH APPLICABLE RESORT. THIS AGREEMENT CANNOT BE MODIFIED. I UNDERSTAND THAT THIS AGREEMENT WILL APPLY TO EACH DAY AND EACH SEASON THAT I OR ANY RELEASOR ACCESS A RESORT AND TO EACH ACTIVITY THAT I OR ANY RELEASOR PARTICIPATE IN AT A RESORT WITHOUT REQUIRING ME OR ANY RELEASOR TO SIGN AN ADDITIONAL AGREEMENT.

**ACKNOWLEDGMENT OF DANGERS AND RISKS**

I understand, accept and agree that participation in Activities, including the use of Equipment, is HAZARDOUS and involves risks of bodily injury that may include serious permanent disability or death. I acknowledge and accept all dangers and risks associated with the Activities, including the use of Equipment, whether or not expressly listed in this Agreement, whether known or unknown to me, or whether or not inherent risks of the Activities, including the use of Equipment.

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UNDERSTANDING AND ACCEPTING ALL DANGERS AND RISKS, I VOLUNTARILY CHOOSE TO PARTICIPATE IN THE ACTIVITIES, INCLUDING THE USE OF EQUIPMENT, OR VOLUNTARILY CHOOSE TO ALLOW ANY RELEASOR TO PARTICIPATE IN THE ACTIVITIES, INCLUDING THE USE OF EQUIPMENT.

I understand, accept and agree that the Activities involve numerous dangers and risks including unpredictable or variable snow or weather conditions; extreme cold; frostbite; hypothermia; high elevation; wildlife and domestic animal encounters; exposure to the elements; lack of shelter; trees, stumps, branches, and limbs; tree wells; marked and unmarked obstacles; natural or artificial features, objects, or debris; snow immersion; deep snow conditions; slush; ice; bare spots; unstable ice and snow (including but not limited to snow slides and avalanches); changes or variations in terrain or snow conditions; surface and subsurface conditions; open water hazards; rugged mountainous terrain; cliffs; ravines; collisions with other skiers, snowboarders and participants, snowmobiles, snowmaking and snow-grooming equipment or other vehicles, property or structures; operation of snowmaking equipment which may create blind spots or areas of reduced visibility; acts of other skiers, snowboarders and participants; carelessness and misjudgments on the part of other participants, Releasors, or Resort staff, including failure to follow applicable rules, policies and procedures; use of trams, gondolas, chairlifts, rope or other tows, moving carpets, or any other conveyance which may involve entanglement with equipment, objects, or other skiers, snowboarders, participants, or other individuals, errors in loading/unloading, and equipment malfunction or breakdown; slick or uneven walking surfaces.

I understand, affirm and agree that: (i) I have the physical fitness and dexterity and the knowledge required to safely load, ride and unload the trams, gondolas, chairlifts, rope or other tows, moving carpets or any other conveyances; (ii) falls, collisions and injuries are a common and ordinary occurrence of the Activities; (iii) I shall obey all signs, markings, ropes and warnings posted at the Resort and all applicable laws and regulations; (iv) entering or skiing or snowboarding in a "CLOSED" area may be illegal and/or result in confiscation, revocation or suspension of the Pass or lift ticket; (v) skiing or snowboarding off of designated trails may be more dangerous to me and others than skiing or snowboarding on designated trails; (vi) there are risks involved in decision-making and conduct of others including risks involved with rescue operations and medical care conducted or provided by Resort staff or third parties inside or outside of Resort boundaries, risks associated with decision-making by Resort staff to open and close terrain, and the risk that Resort staff may misjudge weather, trail or snow conditions, route/terrain selection, or limitations of Releasor's abilities that may make a certain aspect of the Activity inappropriate for the Releasor; and (vii) I will exercise caution around and will avoid snowmobiles, sno-cats, snowmaking and snow-grooming equipment, vehicles, structures, signs, immovable objects or other property that I may encounter at any time. Further, I accept the responsibility to maintain deliberate and conscious control and to take precautions to avoid hazards at all times while skiing, snowboarding or participating in other Activities.

If applicable, I agree to read to, or to have Minor or other Releasors read, and to explain to Minor or other Releasors, if necessary, all posted Resort policies, signs, markings, and warnings including instructions on the use of trams, gondolas, chairlifts, rope or other tows, moving carpets or any other conveyances.

#### **EQUIPMENT**

I REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY ME OR ANY RELEASOR ONLINE OR TO RESORT STAFF, INCLUDING HEIGHT, WEIGHT, AGE, EXPERIENCE LEVEL AND SKIER/RIDER TYPE CLASSIFICATION WILL BE ACCURATE AND COMPLETE.

I agree to inspect all Equipment before use. I understand, accept and agree that I may not be available or present when my Equipment is fitted and adjusted and I waive the opportunity to verify the helmet size and fit and binding settings and I hereby authorize Resort staff to fit the helmet size and set the binding settings. I understand, accept and agree that, although I may be wearing a helmet, **a helmet cannot guarantee my safety** and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. I accept for use "AS IS" and without any warranty express or implied any Equipment I use for an Activity and to return either before use or promptly after discovery, for replacement or repair, any Equipment believed by me to be damaged or defective in any way or requiring adjustment. I accept full responsibility for the care of the Equipment used for an Activity and agree that I will be responsible for the replacement at full retail value of any Equipment damaged or not returned. I understand and agree that **bindings may not release, or may release, in all situations where release, or non-release, may prevent injury** and therefore bindings cannot guarantee my safety. I understand that undesired release or non-release are inherent risks of using any binding system. In snowboarding, cross-country, telemark skiing, snowshoeing, snowblading, ski boarding with skiboards or any other Equipment not equipped with release bindings, I understand, accept and agree that the binding system may not be designed to, and therefore will not ordinarily, release during use.

#### **SNOW SCHOOL**

I understand, accept and agree that if I participate in ski and snowboard lessons at a Resort, (a) I have the sufficient mental, emotional and physical stamina to participate in the Activity; (b) I have the responsibility to follow the instructions of Resort staff; (c) I have the responsibility to obey all signs, markings and warnings posted at the Resort, comply with Resort policies, and act in a safe manner; (d) I should or may be required to wear a protective helmet; (e) I am responsible for disclosing to Resort staff any pre-existing medical condition that may affect my ability to participate in the Activities; and (f) that Resort staff cannot at all times maintain close enough visibility of or proximity to me to intervene, for any reasons including when using trams, gondolas, chairlifts, rope or other tows, moving carpets or any other conveyances on my own or with other participants.

#### **COMPETITIONS AND EVENTS**

If I participate in Events, I understand, accept and agree that (a) I assume all dangers and risks associated with the Event and training course(s) including their features, layout, location, steepness, length, obstacles, and difficulty level and (b) I am solely responsible for inspecting the features, layout and other aspects of the Event and training course(s) prior to use and determining in my sole discretion whether I am comfortable with and fit for participating in the Event.

#### **VOLUNTEERS**

If I volunteer to assist with the preparation, administration, management or governance of an Activity, I understand, accept and agree that (a) I am not an employee of the Resort, regardless of any non-cash remuneration for time and services which I may receive; (b) **I am not covered by Workers' Compensation** nor entitled to any benefits under Workers' Compensation law, except for those jurisdictions in which I would be covered as a matter of law; and (c) I am hereby advised to obtain my own medical coverage for my volunteer position.

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**ASSUMPTION OF RISK, WAIVER, RELEASE, AGREEMENT NOT TO SUE, AND INDEMNIFICATION**

In consideration for permitting me to participate in Activities, including use of Equipment, and with knowledge of the dangers and risks involved, I **UNDERSTAND, ACCEPT AND AGREE** to: (1) **ASSUME ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY OR DEATH** to me arising from my participation in any Activity, use of Equipment or the administration of Care; (2) **WAIVE, RELEASE and NOT SUE, MAKE ANY CLAIM OR FILE ANY ACTIONS** against Blue Mountain Ski Club (1940), Inc., Alterra Mountain Company, any Resort, and any of their respective owners, landlords, operators, parents, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, employees, volunteers, Resort staff, agents, insurers, as well as any Activity sponsors and Equipment manufacturers and distributors (the "Released Parties") that are based on, arise or result from in whole or in part, the Pass, use of the Pass, participation in any Activities, use of Equipment or the administration of Care, and without limitation any and all claims arising out of or resulting from **ALLEGED OR ACTUAL NEGLIGENCE, BREACH OF ANY STATUTORY DUTY, to the fullest extent legally permitted, BREACH OF CONTRACT, OR BREACH OF WARRANTY** by any of the Released Parties, and if the alleged incident occurred in Ontario, any duty of care owed under the applicable Occupiers' Liability Act; (3) **PERSONALLY INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS** from and against any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to the Pass, use of the Pass, participation in any Activities, use of Equipment or administration of Care, and any loss, damage or injury, including death, that may be sustained by me, or caused to other participants or their property by me, whether such matters are brought by myself, a third party or on behalf of any other person (including Releasers). I agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Released Party in defending an investigation, claim or suit brought on my behalf as a result of the Pass, my use of the Pass, participation in an Activity, use of Equipment or administration of Care. I understand and agree that by accepting this Agreement on behalf of any Releaser, I am representing and warranting that I am legally authorized to execute this Agreement on their behalf, and that by doing so I agree to **PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND** the Released Parties from and against any and all claims brought by or on behalf of every Releaser should they refuse to accept or carry out the terms and conditions of this Agreement.

**CONSENT TO MEDICAL TREATMENT/TRANSPORT**

I authorize the Resort, Resort staff and/or authorized personnel to call for medical care, treatment and/or procedures (collectively, "Care") for me or to transport me to a medical facility or hospital if, in the opinion of Resort staff and/or authorized personnel, Care is needed. I also consent to any Care given by Resort staff and/or authorized personnel prior to transport to a medical facility or hospital. I knowingly and voluntarily consent in advance to such administration of Care. Further, I agree to pay all costs associated with such administration of Care and transportation provided for me and to indemnify and hold harmless the Released Parties from any costs incurred therein.

**GOVERNING LAW, JURISDICTION, WAIVER OF JURY TRIAL**

In consideration for permitting me to participate in Activities, I agree that, to the fullest extent permitted by law, **ALL** claims arising from or related to any Activity including bodily injury, permanent disability or death, and all matters concerning this Agreement, shall be **GOVERNED BY THE LAW OF THE PROVINCE WHERE SUCH ALLEGED INCIDENT OCCURRED**, without regard to any conflict of law principles, and that **EXCLUSIVE JURISDICTION** shall be **THE PROVINCIAL OR FEDERAL COURT WITH JURISDICTION WHERE THE ALLEGED INCIDENT OCCURRED. I VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY AND ALL CLAIMS ARISING FROM OR RELATED TO ANY ACTIVITY, INCLUDING FOR INJURY TO PERSON OR PROPERTY AND/OR DEATH.**

**CONSENT TO USE OF IMAGE**

To the extent captured at the Resort or through an interaction with the Resort, I grant to the Resort and Alterra Mountain Company (including agencies and contractors acting on their behalf) a worldwide, royalty-free, irrevocable, non-exclusive and sub-licensable right and license to reproduce, modify, publish and distribute my name, image, likeness and performance in any and all forms of media now known or hereafter devised, including online and in social media.

**AUTHORITY AND CAPACITY**

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be void or unenforceable as a matter of law, it shall be deemed severed from this Agreement, and the remaining terms shall survive and remain in full force and effect. **I REPRESENT AND WARRANT THAT (A) I HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT UNDER APPLICABLE LAW AND (B) IF A PARENT, LEGAL GUARDIAN, SPOUSE OR OTHER REPRESENTATIVE OF THE RELEASOR(S), I AM LEGALLY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF OTHER RELEASOR(S), AND THAT SUCH RELEASOR(S) WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.** I UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF OTHER RELEASORS, OTHER RELEASORS SHALL NOT PARTICIPATE IN ANY ACTIVITY COVERED BY THIS AGREEMENT. This Agreement shall be binding upon my and each Releaser's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

**WHEN YOU SKI IN ONTARIO, THE FOLLOWING SHALL APPLY:** By signing this Agreement, you waive or give up certain legal rights including, but not limited to, THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE APPLICABLE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT OR INJURY.

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**WHEN YOU SKI IN QUEBEC, THE FOLLOWING SHALL APPLY:** I agree that I will comply with the Mountain Code of Conduct and all other regulations and safety rules enforced by the Resort. I hereby waive my right to terminate this Agreement pursuant to Section 2125 of the Civil Code of Quebec. I and each Releasor agrees to this Agreement's terms and conditions as drafted in the English language. *Je consens à ce que cette entente soit rédigée en anglais.*

**I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT, I UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT BY ACCEPTING AND AGREEING TO THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, SUBROGORS, DISTRIBUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASED PARTIES. BY CLICKING "I AGREE" OR SIGNING BELOW, I WARRANT THAT I HAVE THE AUTHORITY AND EXPRESS CONSENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF ALL OTHER RELEASORS.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
PRINT Name of Participant

\_\_\_\_\_  
Signature of Participant if 18 or older

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Participant date of birth

\_\_\_\_\_  
PRINT Name of PARENT or LEGAL GUARDIAN (if applicable)

\_\_\_\_\_  
Signature of PARENT or LEGAL GUARDIAN

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Parent/Guardian date of birth