# Youth Group Release

## RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY SIGNING THIS DOCUMENT YOU MAY WAIVE CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE

TAIN LEGAL RIGHTS, INCLUDING THE RIGHT	105
PLEASE READ CAREFULLY!	

In	itial	l

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

# TO: BLUE MOUNTAIN RESORTS LP, BLUE MOUNTAIN RESORTS GP INC., INTRAWEST ULC, AND BLUE MOUNTAIN VILLAGE ASSOCIATION and each of their parent, subsidiary and affiliated entities 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 MY CHILD'S USE OF THE RELEASEES' EQUIPMENT AND PREMISES, I AGREE TO THE FOLLOWING TERMS:

#### **DEFINITIONS**

In this agreement, the term "Organized Activities" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: gondola; hiking; climbing wall, ropes courses or zip lines; Bagjump; putting course; golf; alpine coaster, cycling, Plunge aquatic or other aquatic activities; compass challenge, mountain orientation or other instructional type activities and other such activities, events and services in any way connected with or related to the Releasees.

## ACKNOWLEDGEMENT

- It is understood that, by signing this Release, I am waiving my own rights and those of the child listed on the front of this form (the "Child").
- 3. I acknowledge that the Child is required to wear a helmet and/or other safety equipment while participating in certain Organized Activities. I am aware that there are guides or instructors available to answer any questions that the Child may have as to the proper use of the equipment. I acknowledge that the level of participation is at all times completely up to the Child.
- 4. I acknowledge that the Releasees may call for medical care for the Child or to transport the Child to the hospital if, in the sole opinion of the Releasees, medical attention is needed for the Child and that I am responsible to pay all costs associated with such medical care and related transportation.

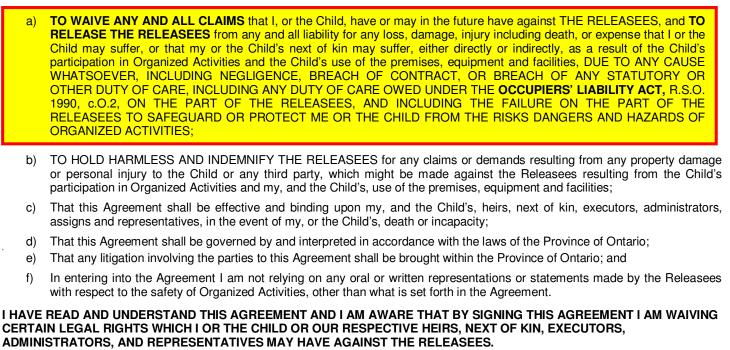
# ASSUMPTION OF RISKS

- Helmet Rental/Use: I understand that helmets are intended to help reduce the risk of serious head injury, however cannot completely eliminate or prevent this risk. I understand that helmets do not prevent traumatic head injury or injury to the wearer's face, neck or spinal cord.
- 6. I am aware that participation in Organized Activities involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking motorized and other equipment; variation or changes in the terrain both inside and out; changing weather conditions; encounters with wildlife, poison ivy, or insects; slipping, tripping, falling, including falling from heights; impact or collision with trees, fences, equipment, or other natural or man-made objects; collision with other persons, including being struck from behind; failure to keep limbs within a cart; improper use of safety equipment; the failure to climb or belay safely; being struck by club, ball or other equipment; becoming lost or separated from the group; inability to control one's speed and direction; the possibility of entanglement, strangulation, fatigue, pinching, burns, abrasions, contusions, splinters, straining, over-exposure to heat or the sun, drowning, chemical reaction or skin sensitivities, exhaustion from physical exertion; improper dismount; failure to follow instructions; aggravation of pre-existing injuries, conditions or congenital anomalies; condition of and hidden defects in the equipment; malfunctioning equipment; negligence of other participants or instructors; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ORGANIZED ACTIVITIES. I am also aware that the risks, dangers and hazards referred to above exist throughout the terrain and may be uncontrolled, unmarked and not inspected.
- 7. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ORGANIZED 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 ALSO ACCEPT RESPONSIBILITY FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY OR AS A RESULT OF MY CHILD'S PARTICIPATION IN ORGANIZED ACTIVITIES.



RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

8. In consideration of the Releasees accepting my application, and the Child's application, to participate in Organized Activities and permitting my use, and the Child's use, of their property, equipment including rental equipment, premises, parking and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree:



Signed this \_\_\_\_\_, 20\_\_\_\_\_, 20\_\_\_\_\_,

Name of Parent/Guardian (please print)

Signature of Parent/Guardian

Name of Witness

Signature of Witness

#### THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, DATED, SIGNED AND WITNESSED PRIOR TO PARTICIPATING IN ORGANIZED ACTIVITIES

**Privacy Notice**: Blue Mountain and Intrawest respect your privacy. Any personal information we collect is used only to develop products, services and offers, communicate with our customers and complete the transactions that ultimately deliver our products and services to you. Your personal information is not shared, without your consent, with third parties for the purpose of marketing or selling their products or services. For more information, please go to www.bluemountain.ca/privacy.

04/17