

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

INITIAL

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

This Release Agreement shall apply to all subsequent Season Passes/Membership Renewals

Name	Last	First	Initial	Phone
Address	Street	City		Prov.
	Postal Code	E-mail		Birthdate / M / D / Y /

TO: FORBIDDEN PLATEAU MOUNTAIN RESORT LIMITED

and their respective, affiliates, directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, hosts, volunteers, successors and assigns (hereinafter collectively referred to as the "Releasees").

ASSUMPTION OF RISKS

I am aware that skiing, snowboarding, snowshoeing, cross-country skiing, snow biking and sightseeing and the use of the facilities at the ski areas (hereinafter collectively referred to as the "Activities") involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; sudden and unexpected changes in weather conditions; avalanches; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest deadfall; the condition of snow or ice on or beneath the surface; variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; exposed holes on or adjacent to the trails; rockfall; snowcat roads, road-banks or cut-banks; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; collision with other persons, encounters with wild animals; loss of balance or control; failure to act safely or within one's own ability or to stay within designated areas; negligent first aid; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski areas and that many hazards are unmarked. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for a Jump Camp/Membership or Direct To Lift Card/ticket and permitting my use of the lifts, runs, trails, terrain parks, tube park, race courses, restaurants, daylodge and other facilities (hereinafter the "Facilities"), I hereby agree as follows:

1. **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, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my use of or my presence on the 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 ANY APPLICABLE OCCUPIERS LIABILITY LEGISLATION ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the Facilities or travel beyond the ski area boundary;
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 where the Activities take place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province where the Activities take place and shall be within the exclusive jurisdiction of the Courts of that Province.

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with the respect to the safety of the Activities other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS 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.

Signed this _____ day of _____, 20____

Signature of Witness
Please print name clearly

Signature of Participant
Print name clearly
Signature of Parent/ Guardian (under 18 years of age in the Province of Alberta, and under 19 years of age in the Province of British Columbia)