

RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter the "Release Agreement")

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

PLEASE READ CAREFULLY!

Initial \_\_\_\_\_

To: REVELSTOKE MOUNTAIN RESORT LIMITED PARTNERSHIP., SELKIRK TANGIERS HELICOPTER SKIING LLP, REVELSTOKE CAT SKIING INC. and their directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, equipment manufacturers, equipment distributors, successors, and assigns (collectively, the "RELEASEES").

RENTAL AGREEMENT

1. I accept full responsibility for the care of the rental equipment ("the Equipment") listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed date.
2. I am familiar with the proper use of Equipment. I understand that the rental technicians are able to answer questions I may have as to the proper use of the Equipment.
3. [DOWNHILL SKI EQUIPMENT ONLY] I have made no misrepresentation in regard to my height, weight, age or skier type. (This information is required in order to properly adjust the ski boot/binding settings). I agree to verify that the settings appearing in the visual indicator windows on the bindings correspond with the settings to be recorded on this form.

ASSUMPTION OF RISKS

I am aware that skiing, and snowboarding involve risks, dangers, and hazards and that injuries are a common and ordinary occurrence of these sports.

SKIING I understand that the ski boot/binding system may not release during every fall or may release unexpectedly. The ski boot/binding system is no guarantee that the user will not be injured.

SNOWBOARDING I understand that the boot/binding system is not designed or intended to release and will not release under normal circumstances. I understand that as the boot/binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

HELMETS I understand that a helmet designed for recreational snow sports use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

I FREELY ACCEPT AND ASSUME ALL RISKS, DANGERS, AND HAZARDS, ASSOCIATED WITH THE USE OF THE EQUIPMENT.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental of the Equipment, 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 damage, expense or injury including death that I may suffer, or that my next of kin may suffer, resulting from or arising out of any aspect of my use of the Equipment., DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, in respect to the selection or maintenance of the Equipment or in respect of the provision or failure to provide any warnings, directions or instruction as to the use of the Equipment or the risks, dangers and safety and hazards of skiing and snowboarding.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of the Equipment;
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 of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of User \_\_\_\_\_

Print Name of User \_\_\_\_\_

Date \_\_\_\_\_

Signature of Renter (if different from user) \_\_\_\_\_

Print Name of Renter \_\_\_\_\_

Signature of Technician \_\_\_\_\_

Return Date

**RMR RENTAL & RETAIL FORM**

NAME: [Redacted] Location: [Redacted]  
 HOME ADDRESS: [Redacted] First: [Redacted] Middle Initial: [Redacted]  
 City: [Redacted] Province/State: [Redacted] Postal Code/Zip Code: [Redacted]  
 Local Phone: [Redacted] Home Phone: [Redacted] Email: [Redacted]  
 Driver's License/Province/State: [Redacted] Age: [Redacted] Weight: [Redacted] Height: [Redacted] Group Name: [Redacted] Skier Type: [Redacted]  
 DOB: [Redacted]



**REVELSTOKE**  
MOUNTAIN RESORT

**PERSONAL INFORMATION PROTECTION POLICY CLAUSE**

Personal information provided by you, or on your behalf on this form is collected and used by us for the purposes of matching equipment to the customer's ability and requirements, for tracking your equipment, for setting DIN on ski bindings, for reviewing rental history to improve services, and for effecting and enforcing your Assumption of Risks and the Release of Liability, Waiver of Claims and Indemnity Agreement as above. This information may be disclosed to our agents and representatives to assist us in carrying out these purposes, for claims and insurance purposes, and as may otherwise be permitted or required by law. Please see our complete privacy policy at [www.revelstokemountainresort.com](http://www.revelstokemountainresort.com) or ask for a copy. Reviewed, understood, and agreed to by me.

SIGNATURE: [Redacted]

I accept that the rental staff have not provided any training on the use of transceivers, probes, shovels and other backcountry gear. [Redacted] INITIAL  
 I freely accept and fully assume all risk, dangers and hazards associated with the use of the equipment.

**Rental Equipment Damage Waiver**

Add Accidental Damage Waiver to take the worry out of your holiday and protect against hidden rocks and debris. Damage waiver does not cover damage caused by user negligence or reckless skiing/ riding. Waiver does not cover against lost or theft of equipment. Never leave equipment unattended and please stay within the ski area boundary.  
 Add Rental Equipment Damage Waiver for \$4 per person, per day  (Tick Box)

Condition of Equipment on Rental	GOOD	Explanation	USER INITIALS
	OTHER		
Condition of Equipment on Rental	GOOD	Explanation	USER INITIALS
	OTHER		

I HAVE READ AND AGREE TO THE RELEASE OF LIABILITY AND WAIVER OF CLAIMS AGREEMENT ON THE BACK OF THIS FORM. [Redacted] INITIAL  
 I VOLUNTARILY AGREE TO THE TERMS OF THAT AGREEMENT.