

WINTER ACTIVITIES WAIVER

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF
THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

INITIAL

TO: Western Educational Adventures Incorporated, Western Educational Adventure Society and their directors, officers, employees, instructors, guides, agents, representatives, volunteers, sponsors, independent contractors, subcontractors, successors and assigns (all of whom are hereinafter collectively referred to as "the **Releasees**").

Name	Last		First	Middle Initial
	Street			
Address	City		Province	Postal Code
				Telephone No.

DEFINITION

In this Release Agreement the term "**Winter Activities**" shall apply to all activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to: skiing; snowboarding; use of ski lifts and tows; snow school lessons; racing and competitions; snowshoeing; cross-country or Nordic skiing; snow caving; sledding; hiking; sightseeing; snow biking; participating in horse-drawn sleigh rides; resort and vehicle tours; other recreational activities; equipment rental; and all related activities.

ASSUMPTION OF RISKS

I am aware that the Winter Activities involve many risks, dangers and hazards including, but not limited to: travel through mountainous or alpine terrain; falling or loss of balance; slips, trips and falls; icy, slick or uneven surfaces; avalanches, cornices and crevasses; collisions with natural or man-made objects, other people, snowmobiles and/or other motor or over-snow vehicles; bumps; moguls; tree wells and stumps; downed timber and other forest growth; rocks, drainage channels, streams, creeks, holes, debris and other rugged mountainous terrain; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; falling snow or ice from natural or man-made sources; equipment malfunction, failure or damage; improper use or maintenance of equipment; skiing, boarding, riding and off-loading gondolas or ski lifts; varying visibility, storms, lightning, hail, snow and other adverse weather; snow immersion; becoming lost or separated from one's party; limited access to and/or delay of medical attention; physical exertion, exhaustion, dehydration, hypothermia, altitude sickness or frostbite; encounters with, or injury by, domestic or wild animals, including horses; infectious disease contracted through viruses, bacteria, parasites and fungi which may be transmitted through direct or indirect contact; the failure to act safely or act within one's own ability to act safely or stay within designated areas; accidents during snow school lessons; 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 RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE WINTER ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE WINTER ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees permitting me to participate in the Winter Activities and permitting my use of their equipment, vehicles, parking lots and all other facilities, I hereby agree as follows:

- 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 resulting from any aspect of my participation in the Winter Activities **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 UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN THE WINTER ACTIVITIES;**
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Winter Activities;
- 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;
- 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 British Columbia and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

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

I HAVE READ 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, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I ACKNOWLEDGE THAT THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN WINTER ACTIVITIES.

Signature of Participant
Date

Signature of Witness
Please print name of witness clearly