

WHITEWATER SKI RESORT LTD.

BACKCOUNTRY ACCESS

No: 1334

NAME	Last	First	Initial
ADDRESS	Street	Apt#	
	City	Province/State	Code/Zip
BIRTHDATE	Year	Month	Day
			Age
			Male/ Female
TELEPHONE	Residence	Business	Cell Phone
VEHICLE	Make/Model	Color	License#
PERSON TO CONTACT IN CASE OF EMERGENCY	Name		
	Address		
	Phone		

1. ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN, BACKCOUNTRY TRAVEL, WEATHER, ETC.

I am aware that backcountry travel involves risks, dangers and hazards in addition to those normally associated with skiing and snowboarding within the ski area boundaries. Avalanches occur frequently in the backcountry and may be caused by natural forces or by persons.

The backcountry is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanches. These may include, but are not limited to: ice and snow cornices; trees, tree wells, and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; crevasses; snow immersion; snowcat roads and road banks, fences, and other man-made structures; encounters with domestic or wild animals; slips, trips and falls; impact or collision with other persons; negligence of members of your party or other persons; and **NEGLIGENCE ON THE PART OF WHITEWATER SKI RESORT LTD., WHITEWATER MOUNTAIN RESORT, KNEE DEEP DEVELOPMENTS CORPORATION, KYLE STOCK FARM LTD. AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, INSTRUCTORS, GUIDES, AGENTS AND REPRESENTATIVES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF BACKCOUNTRY TRAVEL.**

Persons may become lost or separated from other members of their party. Communication in the backcountry is difficult and in the event of an accident, rescue and medical treatment may not be available. Alpine weather conditions may be extreme and can change rapidly and without warning, making backcountry travel hazardous.

If I become in need of a backcountry rescue by Whitewater Snow Safety, I will assume all rescue costs with a \$500.00 minimum fee.

2. PLANNING AND PROCEDURES

Backcountry groups departing from Whitewater Ski Resort Ltd. should be led by experienced persons. The leader should have planned the trip with adequate safety equipment, and knowledge of the avalanche danger and current weather forecast. Each backcountry group must evaluate the current snow stability and avalanche danger and make their own decisions in regard to route and backcountry objectives. Any avalanche danger information made available by Whitewater Ski Resort Ltd. may be site specific or time dependent. Avalanche conditions can change rapidly and with little warning. Whitewater Ski Resort Ltd. is unable to verify avalanche conditions in the backcountry. This is the responsibility of the backcountry traveler.

3. AVALANCHE ASSESSMENT

The following factors should be considered when evaluating snow stability

- Depth of Snowpack
- Slope Tests
- Slope Use
- Snow Temperatures
- Current Snow Surface
- Wind
- Solar Radiation
- Avalanche Activity
- Snowpack Structure
- Penetration
- Precipitation
- Air Temperature
- Settlement

4. RECOMMENDED EQUIPMENT FOR BACKCOUNTRY TRAVEL

- Avalanche Transceiver
- Avalanche Probe
- Snow Shovel
- Map
- Compass
- Altimeter
- Radio or Cellular Telephone
- Backpack
- Water
- Food
- First aid kit
- Firestarter
- Flashlights
- Whistle
- Skis and Snowshoes

I have read and understand this document _____
 Signature of Parent/ Guardian if backcountry traveler is under 19 years

Initial

WHITEWATER SKI RESORT LTD.

**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: **WHITEWATER SKI RESORT LTD., WHITEWATER MOUNTAIN RESORT, KNEE DEEP DEVELOPMENTS CORPORATION, & KYLE STOCK FARM LTD.** and their respective directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, hosts, volunteers, successors and assigns (all of whom are hereinafter referred as "Releasees")

In this agreement, the term "backcountry travel" shall include, but is not limited to, all travel in or beyond the ski area boundaries including skiing, snowboarding, telemark skiing, snowshoeing, hiking, climbing and all travel by snowmobile, snowcat, helicopter and other conveyances as well as access to the backcountry by means of chairlifts and ski trails.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees providing me with a lift ticket to access the backcountry I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against **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 participation in backcountry travel, **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 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 BACKCOUNTRY TRAVEL.

- 2. 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 backcountry travel;
- 3. That 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 British Columbia and no other jurisdiction; and
- 5. 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 on any oral or written representations or statements made by the Releasees with respect to the safety of backcountry travel, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ THIS RELEASE AGREEMENT 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
Print name of Witness clearly

Signature of backcountry traveler
Signature of parent/guardian if backcountry traveler is under 19 years
Print name of parent/guardian clearly