

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE OR TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT.
THIS RELEASE AGREEMENT APPLIES TO ALL USE OF OR PRESENCE ON THE SKI AREA
FACILITIES, WHETHER AS A VOLUNTEER OR WHILE ON YOUR OWN TIME**

PLEASE READ CAREFULLY!

SIGNATURE OF VOLUNTEER

TO: WHITEWATER SKI RESORT LTD., WHITEWATER MOUNTAIN RESORT, KNEE DEEP DEVELOPMENTS CORPORATION and KYLE STOCK FARM LTD. and their respective directors, officers, employees, agents, guides, independent contractors, subcontractors, sponsors, successors, assigns and representatives (all of whom are hereinafter referred to as "the **RELEASEES**").

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

ASSUMPTION OF RISKS

I am aware that skiing, snowboarding and other mountain sports, and participating in volunteer services and activities all involve various risks, dangers and hazards including, but not limited to: boarding, riding and disembarking chairlifts; changing weather conditions; avalanches; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest dead fall; 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; crevasses; 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; encounters with domestic or wild animals; collision with other persons; loss of balance or control; slips, trips and falls; snow immersion; failure to act safely or within one's own ability or to stay within designated areas; 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN VOLUNTEER SERVICES AND ACTIVITIES. USE OF FREESTYLE TERRAIN FEATURES INVOLVES INCREASED RISK OF INJURY.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many are unmarked.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH VOLUNTEER SERVICES AND 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 being permitted to work as a volunteer and to engage in volunteer services and activities and permitting my use of the ski area facilities and other valuable considerations, 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 involvement in volunteer services and activities or my use of or my presence on the ski area facilities or travel beyond the ski area boundary, 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 REFERRED TO ABOVE;
- 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 volunteer services or activities or from my use of or presence on the facilities or travel beyond the ski area boundary;
- 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 volunteer services and activities other than what is set forth in this Release Agreement.
 - All volunteers are required to show proof of medical insurance.
 - I have been advised to consult with my insurance broker regarding any life or disability insurance I may require.
 - The season pass or lift ticket(s) issued to me remains the property of the ski area, is not transferable, is not for resale, is revocable for misconduct or breach of the Alpine Responsibility Code and expires if I cease to be a volunteer.

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, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20_____.

Signature of Witness
Please print name of witness clearly

Signature of Volunteer
Please print name clearly