

**MT. WASHINGTON ALPINE RESORT
Bearclaw Invitational**

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

**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!

TO: MT. WASHINGTON SKI RESORT LTD., MT. WASHINGTON ALPINE RESORT and their directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all organizers, officials, workers, volunteers, participants, sponsors, promoters and advertisers involved with mountain biking at Mt. Washington (all of whom are hereinafter collectively referred to as "**THE RELEASEES**").

DEFINITIONS

In this Release Agreement, the term "mountain biking" shall include all activities, events, services or use of facilities provided, arranged organized or conducted by the Releasees including but not limited to: cycling; bike descents; mountain bike tours; bicycle camps; use of the Mt. Washington Bike Park; bicycle skills training; use of trails and roads; guided mountain biking activities; races; competitions; demonstrations and events; orientation and instructional courses and sessions; big air contests; dual slalom, downhill, and biker cross events; BMX courses and races; use of mountain boards, mountain scooters, digglers or any other type of wheeled self-propelled conveyance; and all other related activities, events or services.

ASSUMPTION OF RISKS

Injuries are a common and expected part of mountain biking. Mountain biking at Mt. Washington takes place on steep and rugged terrain and features that are both physically and technically challenging and will expose the rider to many risks, dangers and hazards. These include but are not limited to: use of chairlifts; changing weather conditions; mechanical failure of equipment; falls; loss of balance; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in cycling terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams and creeks; constructed feature such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collisions with natural and constructed objects, other mountain bikers, vehicles, pedestrians, spectators and officials; encounters with domestic and wild animals including dogs and bears; negligence of other riders or users of the premises; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.**

SAFETY

I have been advised to wear an approved helmet and other protective equipment such as elbow/forearm and knee/shin armour when free riding or downhill. Use of a helmet is mandatory in the Bike Park.

COMPETITIONS

I acknowledge that the risks, dangers and hazards of Mountain Biking are increased during races, competitions and contests, due to the competitive nature of the activity and the fact that there will be other participants on the course. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

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| Initial - Rider | Initial - Parent or Guardian If Rider under age 19 |

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

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of my participation in mountain biking at Mt. Washington and my use of services, equipment and facilities at Mt. Washington, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 participation in Mountain Biking, 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, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING REFERRED TO ABOVE;

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Mountain Biking;
- 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 Province 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 Mountain Biking, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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.

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| Witness |
| Please print name clearly |

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| Signature of Participant |
| Please print name clearly |

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|------|-----|-------|------|
| Date | Day | Month | Year |
|------|-----|-------|------|

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| Signature of Parent or Guardian if Rider under 19 |
| Please print name clearly |