

**COMPETITION, RACING AND TRAINING  
RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT**

**WARNING: PLEASE READ CAREFULLY BEFORE SIGNING!  
THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS  
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION**

1. The person who is taking part in ski, snowboard, or other winter sport racing, competition, or training activities as an athlete, coach, staff member, spectator or other participant is referred to as "Participant". I am the Participant or, if the Participant is under 19, I am the Participant's parent or legal guardian. I understand that skiing, snowboarding, winter sports recreation, race training, competition, ski or snowboard testing, other equipment testing, wax testing, using freestyle terrain or terrain park features, performing any other training or competition related activities, and/or using any of the facilities of the ski area, including but not limited to use of the lifts, ski slopes, trails, and other equipment, for any purpose (the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. I understand the dangers and risk of the Activity and that the Participant, as a "skier" and/or "competitor" (as may be defined by statute or other applicable law), **ASSUMES ALL INHERENT DANGERS AND RISKS.**

3. I expressly acknowledge and assume additional risks and dangers that may result in property damage, physical injury and/or death that be **above and beyond** the inherent dangers and risks of the Activity, including **but not limited to:** Falling or loss of balance; icy, slick or uneven surfaces; avalanches, cornices and crevasses; collisions with natural or man-made objects or other people; bumps, tree wells, downed timber, rocks, drainage channels, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; the negligence of Participant, Ski Area employees, event officials or organizers, a guide/instructor, or others (including selection of terrain that exceeds Participant's ability); guests' failure to comply with signage; collisions with snowmobiles and/or other motor or over-snow vehicles; equipment malfunction, failure or damage; improper use or maintenance of equipment; misloading, entanglements, or falls from ski lifts; varying visibility, storms, lightning, hail, snow and other adverse weather; becoming lost or separated; lack of shelter; limited access to and/or delay of medical attention; Participant's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, or frostbite; and/or mental distress from exposure to any of the above. I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.

4. Participant assumes the responsibility of maintaining control at all times while engaging in the Activity and for reading, understanding and complying with all signage, including instructions on the use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. I understand that a minor Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests. I understand that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions, and injuries are common.

5. I agree that the Participant is a "competitor" at all times, whether practicing for competition or in competition, that Participant shall inspect the training and competition courses prior to participating in the Activity, and that Participant assumes the risk of all course conditions, including but not limited to course construction, layout and obstacles.

6. Additionally, in consideration for allowing the Participant to participate in the Activity, I AGREE, to the greatest extent permitted by law, **TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE** Whistler Blackcomb Holdings Inc., Whistler Mountain Resort Limited Partnership, Blackcomb Skiing Enterprises Limited Partnership, Whistler Blackcomb Employment Corp., Crankworx Events Inc., Vail Resorts, Inc., The Vail Corporation, Gibbons Festivals & Events Company Limited, Monster Energy Canada Ltd., Monster Energy Company, Monster Beverage Corporation, Tourism Whistler, each of their affiliated companies and subsidiaries, the resort owner/operator, land owner, activity operator, the equipment manufacturer, Activity organizer, Activity promoter, Her Majesty the Queen in Right of the Province of British Columbia, and all their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees, representatives, assignees, officers, directors, shareholders, independent contractors, subcontractors, volunteers, suppliers, and advertisers (each, a "Released Party") **FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE, WHICH I OR PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ANY DUTY OF CARE UNDER THE OCCUPIERS LIABILITY ACT (British Columbia). I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF ANY RELEASED PARTY TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT AGAINST THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY.**

In further consideration for allowing Participant to participate in the Activity, I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY AND UNDERSTAND THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE, THOSE NOT MENTIONED IN THIS RELEASE AND THOSE RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.

7. I ALSO AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF WHETHER ARISING IN WHOLE OR IN PART FROM PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.

8. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any costs associated with such care or transport to such care.

9. I agree that any and all claims for loss, injury and/or death arising from Participant's participation in the Activity shall be governed by the laws of the Province of British Columbia and that exclusive jurisdiction of any such claim shall be in a court of competent jurisdiction in the Province of British Columbia.

10. BY SIGNING ON BEHALF OF A MINOR OR OTHER PARTICIPANT, I REPRESENT THAT I AM AUTHORIZED TO SIGN ON PARTICIPANT'S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT and acknowledge that Participant is bound by all the terms of this Agreement. I understand that the minor Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, I represent, under penalty of fraud that I am at least 19 years old. I understand that a minor Participant may use the ski lifts without an adult present or may ride the ski lifts with non-employee guests.

11. I understand that this Agreement will apply for each and every day participant engages in any Activity during the applicable operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is my intent that this Agreement shall be binding upon my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

**ADULT PARTICIPANT / PARENT / LEGAL GUARDIAN INFO. – Required to Complete, Sign & Date Below**

\_\_\_\_\_  
ADULT/PARENT/GUARDIAN – Last Name, First Name, (print)      Gender      Date of Birth (MM-DD-YYYY)      **X** \_\_\_\_\_  
Signature

\_\_\_\_\_  
MAILING ADDRESS – Street Address/Mailing Address, City, Province/State, Postal Code/Zip (please print)

\_\_\_\_\_  
LOCAL CONTACT INFORMATION – Cell phone, Hotel information if applicable.      \_\_\_\_\_  
Today's Date (MM-DD-YYYY)

**MINOR PARTICIPANT INFORMATION - Requires Parent/Guardian to Complete Below**

\_\_\_\_\_  
MINOR PARTICIPANT #1 – Last Name, First Name, (print)      Gender      Date of Birth (MM-DD-YYYY)

\_\_\_\_\_  
MINOR PARTICIPANT #2 – Last Name, First Name, (print)      Gender      Date of Birth (MM-DD-YYYY)

## PARTICIPANT AGREEMENT

**RE:** World Ski and Snowboard Festival in Whistler, BC, scheduled for April 10 to 15, 2018, including but not limited to any and all related activities organized, conducted or sponsored by the Released Parties such as races, competitions, demonstrations and other events or activities (referred to as "Special Events").

I agree that my participation in the Special Events is subject to the following additional terms and conditions and understand that my failure to do so may result in disqualification from the Special Events.

I agree to follow all instructions issued by all event officials or by means of official event notices or announcements.

I agree to wear the issued competition bib in full view, over top of all outer clothing, as well as a helmet, during all official training and competition.

I agree that I will not consume any alcoholic beverages or drugs during any official training or competition.

I accept and fully assume all responsibility for any costs incurred for my medical evacuation including ambulance services and/or helicopter services, and I represent and warrant that I am insured by a current medical insurance policy to cover such costs.

As a condition of my participation in the activity or event, I hereby unconditionally and irrevocably consent, authorize and grant the Released Parties the all necessary authority, right and license and permission to use photographs, audio or video recordings, or other forms of recordings that capture my image, likeness, voice or performance (or all of these) (collectively referred to as "Images"), in which I may be included in whole or in part, in any manner or media, including print, broadcast, internet media, direct marketing channels, downloadable content and applications, and all other technologies now known or hereafter developed. The Images may be used or exploited for any commercial or non-commercial purpose whatsoever, and may be altered, modified, changed, combined or incorporated into other works. I hereby relinquish any rights I may have in the Images (including privacy, personality and publicity rights). No fees or other compensation whatsoever will be provided to me for or in connection with the use of the Images. I hereby release the Released Parties and their respective licensees, assigns, representatives and agents from any and all claims which I may now or in the future have relating to the ownership, reproductions, display, distribution or other use of the Images.

### FOREIGN COMPETITORS

By signing below I certify that I have adequate medical / health insurance to cover and pay for any medical or other costs that may directly or indirectly result from my participation in the World Ski and Snowboard Festival. Also, by signing below I understand that the World Ski and Snowboard Festival event organizers are not providing insurance coverage for me and that I am willing to take full financial responsibility for any and all medical costs incurred as a result of my participation this event.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

\_\_\_\_\_  
Signature of Competitor

\_\_\_\_\_  
Signature of Parent or Guardian if Competitor under 19 years

\_\_\_\_\_  
Please Print Competitor's Name Clearly

\_\_\_\_\_  
Print Name of Parent or Guardian if Competitor under 19 years

### **In the event of an Emergency:**

**Please Call:** \_\_\_\_\_

**Phone:** ( \_\_\_\_\_ ) \_\_\_\_\_

(Name - PLEASE PRINT)

Relation

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE PARTICIPANT, AND WITNESSED, BEFORE A PARTICIPANT WILL BE PERMITTED TO TAKE PART IN SPECIAL EVENTS.

*Whistler Blackcomb respects your privacy. By providing your or another individual's personal information to Whistler Blackcomb or its affiliates, you agree, and confirm your authority from such other individual, to our collection, use and disclosure of such personal information in accordance with our privacy policy available at [www.whistlerblackcomb.com/privacy](http://www.whistlerblackcomb.com/privacy).*