



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

**BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY! Initial

HELMETS ARE STRONGLY RECOMMENDED

DATE: _____

NAME: _____
Last First Initial

ADDRESS: _____

CITY: _____ PROV: _____

POSTAL CODE: _____

SKIER TYPE: (check one) (1) (2) (3)
(1 = least aggressive 3 = most aggressive)

YOUR WEIGHT: _____(kgs) (lbs)

YOUR HEIGHT: _____(cm) (ft/in)

AGE: _____ years old

FOR OFFICE USE ONLY:

Description	Unit Number	Unit Price
BOOTS		
SKIS		
POLES		
SNOWBOARD		
SNOWBLADES		
SNOWSHOES		

Amount \$ _____

Bindings' visual indicator setting: _____

All functional and instructional procedures have been completed:

TECHNICIAN'S SIGNATURE: _____

I HAVE READ THE RELEASE OF LIABILITY & WAIVER AGREEMENT ON THIS FORM, I VOLUNTARILY AGREE TO THE TERMS OF THAT AGREEMENT

SKIER'S INITIAL _____

WITNESS'S INITIAL _____

(if skier is under 18 years old, initial of parents/guardians are required)

DATED: _____

TO: PINE VALLEY RESORT, PINE VALLEY RESORT CO. LTD., DK CONSULTING SERVICES LTD., WESTLOCK COUNTY AND THEIR SUBSIDIARY AND AFFILIATED COMPANIES (hereinafter referred to as "THE OPERATORS") and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

RENTAL AGREEMENT

- I accept full responsibility for the care of the rental equipment ("the Equipment" listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment returned by the agreed date.
- I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer questions I may have as to proper use of the Equipment.
- ALPINE SKIING, I have made no misrepresentation in regard to my height, weight, age or skier type. (This information is required in order to properly adjust the ski boot/binding settings). I agree to verify that the settings appearing in the visual indicator windows on the bindings correspond with the settings to be recorded on this form.

ASSUMPTION OF RISKS

I am aware that skiing, Nordic skiing, snowboarding, snowblading, and snowshoeing involve risks, dangers and hazards and that injuries are a common and ordinary occurrence in these sports.

ALPINE SKIING, I understand that the ski boot/binding system may not release during every fall or may release unexpectedly. The ski boot/binding system is no guarantee that the user will not be injured.

NORDIC SKIING / SNOWBOARDING / SNOWBLADING / SNOWSHOEING, I understand that the binding system is not designed or intended to release and will not release under normal circumstances. I understand that as the boot/binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

HELMETS, I understand that a helmet designed for recreational snow sports may reduce the risk of some types of head injuries at slower speed. I recognise that serious head injury can occur even when a helmet is worn.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGER AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental of the Equipment, I hereby agree as follows:

- I AGREE 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 damage, expense or injury (including death) that I may suffer, or that my next of kin may suffer, resulting from or arising out of any aspect of my use of the Equipment or my presence on the Premises, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, in respect of the design, manufacture, installation, maintenance, selection or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions or instructions as to the use of the Equipment or the risks, dangers and hazards of skiing, Nordic skiing, snowboarding, snowblading and snowshoeing.
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of the Equipment;
- This Release Agreement shall be effective and binding upon my heirs, next of kins, 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 the Province of Alberta and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta, and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

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.

Signature of User _____ Signature of Renter (if different from User) _____

Print name of User _____ Print name of Renter _____

Date _____ Signature of Technician _____

THIS AGREEMENT MUST BE SIGNED, DATED AND WITNESSED BY US PRIOR TO RENTING FROM US