

**WAIVER, RELEASE & INDEMNITY
(the "Agreement")**

**THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY,
WAIVER OF CLAIMS, ASSUMPTION OF RISKS, AND INDEMNITY AGREEMENT**

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

PLEASE READ CAREFULLY

SIGNATURE

TO: CIRCLE IN EVENTS INC. (Inc. No BC101627) and LEAH EVANS and their Associates, all of whom are hereinafter referred to collectively as the "Releasees".

DEFINITIONS

In this Agreement,

- (a) the term "Associates" includes any individual, corporation, association, institution, or organization that is associated with Girls Do Ski Activities as an organizer, promoter, conductor, sponsor, advertiser, or assistant, and, where applicable, each of their directors, officers, employees, agents, independent contractors, subcontractors, successors, assigns, and representatives;
- (b) the term "Equipment" includes all tools, gear, equipment, machines, instruments, apparatuses, clothing, articles, assets, devices and vehicles used in the course of Girls Do Ski Activities or to facilitate or enable Girls Do Ski Activities;
- (c) the term "Girls Do Ski Activities" includes, but is not limited to:
 - (i) skiing, snowboarding, touring, mountaineering, hiking, riding and disembarking ski lifts;
 - (ii) using, operating, transporting, or otherwise interacting with any Equipment; and
 - (iii) any activity, service and use of facilities that is organized, promoted, conducted, provided, arranged, sponsored, associated or advertised by the Releasees, including instructional sessions or classes, transportation, accommodation, food and beverage, and all travel by, movement around, entry into and exit from snowcats, gondolas, chairlifts, snowmobiles or other vehicles, whether or not previously listed in clauses (c)(i), (c)(ii), or (c)(iii) of this definitions section.

ASSUMPTION OF RISKS

I am aware that Girls Do Ski Activities may take place in mountainous or backcountry terrain and may involve risks and dangers, including the possibility of death, damage to my property and physical or psychological injury, including concussions, spinal cord injuries, serious injury to bones, joints, ligaments, muscles, tendons and other aspects of my body or to my general health and well-being, abrasions, sprains, fractures or dislocations. I am aware that my participation in Girls Do Ski Activities is subject to various inherent dangers, hazards and risks, including, without limitation: changing weather conditions; avalanches, exposed or subsurface rock, earth, ice, cornices and other natural or manmade objects; trees, tree wells, tree stumps and forest deadfall; variations in the terrain or weather which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface; variable and difficult conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; holes and depressions, cliffs, banks, fences, crevasses; snowcat roads, road-banks or cut-banks; collision with lift towers, trees, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicle equipment, structures or other persons; winter travel on highways, backcountry roads and snowcat roads; becoming lost or separated from the instructor or other participants of Girls Do Ski Activities; encounters with domestic or wild animals; loss of balance or control; failure to act safely or within one's own ability; equipment failure; weather related injuries and illness including frostbite, exposure, heat exhaustion, sunburn, hypothermia and dehydration; exposure to and transmission of illness, including COVID-19; accidents or illness arising without ready access to medical facilities; risks that may arise due to my inadequate physical fitness or endurance; injuries which may arise from embarking and disembarking ski lifts, snowcats, snowmobiles or other vehicles; negligence of other skiers, snowboarders and other persons including negligence, mistake or omission on the part of fellow participants in Girls Do Ski Activities; privacy breaches, hacking, technology malfunction or damage; negligence on the part of the Releasees, including the failure on the part of the Releasees to take reasonable steps to safeguard or protect me from the risks, dangers and hazards referred to above. I am aware that many hazards are unmarked. I acknowledge and accept that the Releasees may fail to predict whether the terrain is safe for Girls Do Ski Activities or whether avalanches may occur.

I freely accept and fully assume ALL RISKS AND DANGERS resulting from my participation in Girls Do Ski Activities and the possibility of personal injury, death, property damage, and loss that could result therefrom.

INITIALS

RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

In consideration of the Releasees accepting my request to participate in Girls Do Ski Activities, the receipt and sufficiency of which is hereby acknowledged, I agree as follows:

1. I freely waive ANY AND ALL CLAIMS that I have or may have in the future against the Releasees, and I 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 Girls Do Ski Activities.

INITIALS

2. I agree to WAIVE MY RIGHTS TO SUE the Releasees for ANY CAUSE WHATSOEVER associated with Girls Do Ski Activities, including negligence, breach of contract, or breach of any statutory or other duty of care on the part of the Releasees, including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1996, c. 337, the *Motor Vehicle Act*, R.S.B.C. 1996, c. 318, and any amendments thereto, and including a failure on the part of the Releasees to safeguard or protect me from any risks and dangers associated with Girls Do Ski Activities.

INITIALS

3. I agree to HOLD HARMLESS AND FULLY INDEMNIFY the Releasees from any claims or demands which may be made against ANY ONE OF THEM, EITHER ALONE OR IN COMBINATION, arising out of or as a consequence of my participation in Girls Do Ski Activities. If any claim or demand against the Releasees should arise in connection with my participation in Girls Do Ski Activities, I agree to fully indemnify the Releasees as to any pursuant damages, costs, or legal fees they may incur, including costs of any of my own litigation.

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4. I agree to HOLD HARMLESS AND FULLY INDEMNIFY the Releasees from all liability for any damage, loss, or injury TO ANY THIRD PARTY resulting from my participation in Girls Do Ski Activities. If any claim or demand against the Releasees should arise in connection with my participation in Girls Do Ski Activities and any third party, I agree to fully indemnify the Releasees as to any pursuant damages, costs, or legal fees they may incur, including costs of any of my own litigation.

INITIALS

GENERAL TERMS

- (a) This 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.
- (b) This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the courts of the Province of British Columbia.
- (c) In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.
- (d) I acknowledge and understand that it is my responsibility to consult with a physician prior to participating in Girls Do Ski Activities and I represent and warrant that I have no medical condition that would prevent my full participation in Girls Do Ski Activities.
- (e) Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.
- (f) Wherever the context so requires, use of the singular in this Agreement includes the plural and conversely.

USE OF PERSONAL INFORMATION

I acknowledge that in completing this waiver or by completing other documents I have provided personal information, largely relating to my contact information. By signing below, I have given my consent to Circle In Events Inc. to use such information for the limited purposes of media, marketing, providing me with information, specials, promotions and other such opportunities from time to time regarding Circle In Events Inc. and complying with orders made by provincial and federal Public Health Officers. This consent does not permit Circle In Events Inc. to sell, distribute or give my personal information to a third party, except as required by law or public health orders.

PHOTOGRAPHS AND VIDEO CONSENT

By signing below, I hereby grant permission to Circle In Events Inc., Leah Evans and their Associates to take photographs or videos of me and I further grant Circle In Events Inc., Leah Evans and their Associates the right to reproduce, use, exhibit, display, broadcast and distribute works of these images in any media now known or later developed, all without compensation to me. I acknowledge that Circle In Events Inc. owns all rights to the images and recordings without compensation to me.

I HAVE FULLY READ AND UNDERSTAND THIS AGREEMENT.

I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING SUBSTANTIAL LEGAL RIGHTS ON MY BEHALF, AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS, AND NEXT OF KIN.

THIS INCLUDES GIVING UP THE RIGHT TO SUE CIRCLE IN EVENTS INC., LEAH EVANS AND ANY OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, SPONSORS, SUCCESSORS, ASSIGNS, REPRESENTATIVES, AND ASSOCIATES.

SIGNATURE OF PARTICIPANT

SIGNATURE OF WITNESS

PRINT NAME CLEARLY

PRINT NAME CLEARLY

DATE

FOR PARTICIPANTS UNDER THE AGE OF 19, A PARENT OR LEGAL GUARDIAN MUST SIGN BELOW

This is to certify that I, _____ (please print name) as parent/guardian with legal responsibility for this participant, do consent and agree to the release, as provided above, of all the Releasees, and, for myself, the participant, my heirs, next of kin, executors, administrators, and representatives release and agree to fully indemnify the Releasees from any and all liabilities PERTAINING TO MY MINOR CHILD'S PARTICIPATION in Girls Do Ski Activities, even if arising from the negligence of the Releasees. **Before I signed this Agreement, I read it. I state that I understand it. I am aware that by signing this Agreement, I am waiving certain rights against the Releasees. Or, if I die, I am waiving certain legal rights which my legal representative may have against the Releasees and which the Participant may have against the Releasees.** In the event of my death or the death of the Participant, by signing this Agreement, I am waiving all legal rights which the Legal Representatives of the participant may have against the Releasees.

Name of child: _____

BY SIGNING THIS FORM, I DECLARE THAT I AM AT LEAST 19 YEARS OLD.

DRIVER'S LICENSE NUMBER
(IF OTHER ID, PLEASE SPECIFY)

SIGNATURE OF PARENT OR GUARDIAN

SIGNATURE OF WITNESS

PRINT NAME CLEARLY

PRINT NAME CLEARLY

DATE