

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!

INITIAL

A HELMET MUST BE WORN TO PARTICIPATE IN THIS EVENT

TO: THE LAKE LOUISE SKI AREA LTD. and the **event organizer(s)**; their associated companies and subsidiaries; and their respective directors, officers, employees, instructors, guides, agents, representatives, sponsors, independent contractors, subcontractors, suppliers, hosts, partners, volunteers, successors, and assigns (collectively referred to as the "Releasees"):

ASSUMPTION OF RISKS

I am aware that: skiing, snowboarding, tubing, snowshoeing, dog sledding, and all other forms of travelling on natural or artificial snow or ice; sightseeing, hiking, cycling, back country travel, participation in educational programs, excursions, lessons, clinics, or sessions; and travel by vehicle involve many risks, dangers, and hazards. These risks, dangers, and hazards include but are not limited to: failure to act safely, within one's own ability, or to stay within designated areas; veering off a trail; becoming lost or separated from guides, instructors, or other participants; travel on roadways, back country roads, and trails; using, getting on or off, falling from, or component failure of chairlifts, gondolas, or surface lifts; variable and difficult conditions; changing or inclement weather; avalanches including in-bounds avalanches; snow immersion; rock, earth, ice, and other natural objects; trees, tree wells, stumps, branches, and forest deadfall; the condition of snow or ice on or beneath the surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the surface or subsurface including changes due to artificial snow; variable and difficult conditions; streams, creeks, or other bodies of water, 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, surface lifts, other lift equipment or structures, other persons, snow grooming equipment, snowcats, snowmobiles, other vehicles, structures, or buildings; falling rock, ice, or other objects; loss of balance or control; slips, trips, or falls; negligent rescue or first aid; animal encounters including bears; exposure to bear spray; negligence of other skiers, snowboarders, tubers, cyclists, hikers, and other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES**. I am aware that the certain equipment may include a non-release boot/binding system neither designed nor intended to minimize injury by releasing during a fall and that this non-release boot/binding system increases the risk of not surviving an avalanche. I understand that back country travel involves a higher level of risk than is normally associated with travel within the ski area boundaries and that **NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS LISTED ABOVE**. I am aware that the risks, dangers, and hazards referred to above exist throughout the Releasees' premises and beyond its borders, and that many hazards are unmarked. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

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In consideration of the Releasees accepting my application for a pass and permitting: my use of lifts, runs, trails, terrain parks, tube parks, race courses, restaurants, day lodges, parking lots, access roads, and other facilities ("the facilities"); my participation in Educational Programs, excursions, lessons, clinics, and sessions; and all other recreational activities, **I 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 resulting from either my use of or my presence on the 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 OWED UNDER ANY APPLICABLE OCCUPIERS' LIABILITY LEGISLATION 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 THE RISKS, DANGERS, AND HAZARDS REFERRED TO ABOVE;**
 2. **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 or presence at the facilities or travel beyond the ski area boundary;
 3. That 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. That 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
 5. That 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, Judicial District of Calgary.
- 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 skiing, snowboarding, or any other activities other than what is set forth in this Agreement.
 - Any pass issued is the property of The Lake Louise Ski Area Ltd., is not transferable, is not for resale, and is revocable for misconduct or breach of the Alpine Responsibility Code.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS 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.

I UNDERSTAND THAT I AM RESPONSIBLE FOR MY OWN SAFETY IN ALL ACTIVITIES AND UNDERSTAND THAT WEARING A HELMET IS REQUIRED.

Participant Name (Complete First and Last Name)	Date of Birth (YYYY/MM/DD)	Passholder Signature (Signature of Parent/Guardian)	Date Signed (YYYY/MM/DD)	Witness (LLSR Staff)



The Lake Louise Ski Resort, Ltd.
P.O. Box 5
Lake Louise AB
T0L 1E0

MODEL RELEASE

The undersigned, (herein referred to as the "Participant"), foregoing the payment of any sum of compensation, hereby grants permission to The Lake Louise Ski Area, Ltd (herein referred to as "LLSA"), and their legal representatives and assigns, the irrevocable right to use the Participant's name, voice, recording, performances, poses, and appearances, and use the Participant's picture, photograph, silhouette and other reproductions of the Participant's physical likeness and sound, or video footage (herein known as "Project"), in all forms and in all media by any method or device now known (or yet to be invented), without restriction to changes or alterations (including composites), distortion in any medium, for exhibition, use, reuse, broadcast, display, uploading, and the unlimited distribution, promotion for profit or non-profit, or other purposes. Furthermore, the undersigned will hold harmless the LLSA and their legal representatives and assigns, from any liability by virtue of minor cropping that may be required, and colour and exposure shifts that may occur in reproducing this Project.

The Participant confirms that they are 18 years of age or older. Minors must have a Parent or Guardian read and sign this release on behalf of the Participant.

The Participant agrees that the LLSA owns the copyright to the Project and waives any claims based on any use of the Project for invasion of privacy or libel. The Participant agrees that all the Project materials shall be the exclusive property of the LLSA.

This constitutes the release between the Participant and the LLSA. The Participant has read and understands the release and agrees to be held legally bound to it by their signing.

Date: _____

Participant Name: _____

Participant Signature: _____

Participant Address: _____

Witness Name: _____

Witness Signature: _____ Date: _____

Parental/Guardian Consent (where applicable): I am the legal parent or guardian of the Participant listed above and have the authority to execute the above release. I have read and understand the release and I agree to be legally bound by my signing.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Parent/Guardian Address: _____

Witness Name: _____

Witness Signature: _____ Date: _____