

**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

TO: Whistler Mountain Resort Limited Partnership, Blackcomb Skiing Enterprises Limited Partnership, Intrawest Corporation and Mountain Employment Company Ltd. and their directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, equipment manufacturers, equipment distributors, successors and assigns, (all of whom are hereinafter collectively referred to as "THE RELEASEES").

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WHO THIS AGREEMENT APPLIES TO

This Release Agreement applies to mountain bike and safety equipment rental ("the rental equipment") and is for the protection of WHISTLER/BLACKCOMB and its directors, officers, employees, agents, representatives, independent contractors, subcontractors successors and assigns (all of whom are hereinafter collectively referred to as "the Releasees")

RENTAL AGREEMENT

I accept full responsibility for the rental equipment. I agree to pay for any damage and replace the equipment at full retail value if not returned by the agreed date.

MOUNTAIN BIKE SAFETY

I have been advised to wear an approved helmet and other

protective equipment while mountain biking. Helmets are mandatory in the Bike Park. Please review the Mountain Bikers Responsibility Code and the Bike Park Rules for further safety information.

ASSUMPTION OF RISKS

Injuries are a common and expected part of mountain biking. Mountain biking 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 including but not limited to: mechanical failure of bicycles; improperly adjusted or maintained equipment; variation or steepness in terrain; inability to control speed and direction; loss of balance; collisions with manmade and natural objects including trees and rocks; collision with vehicles, cyclists or other persons and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO PROTECT OR SAFEGUARD ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

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

1. 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;
2. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity;
3. 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; and
4. 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.

I HAVE READ AND UNDERSTAND THIS 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 AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

1. 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, 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 selection or maintenance of the Equipment or in respect of the provision or failure to provide any warnings, directions or instructions as to mountain biking safety or the use of the rental equipment.

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 the Equipment;

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 Courts of the Province of British Columbia.

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

PRINT NAME OF USER

DATE

SIGNATURE OF RENTER (if different from user)

PRINT NAME OF RENTER

SIGNATURE OF TECHNICIAN



WHISTLER BLACKCOMB

RENTAL CONTRACT

PLEASE COMPLETE ALL SHADED AREAS BELOW

Last Name	First Name	Middle Initial
Home Address		
City	Prov/State	Postal/Zip Code
Local Phone	Home Phone	E-Mail Address
Local Accommodation	Room #	Group Name
AGE	WEIGHT	HEIGHT
lbs kgs	ft/in m/cm	

Return Date

First Letter of Last Name

CONDITION OF EQUIPMENT UPON RELEASE

GOOD ☐ OTHER ☐

EXPLAIN _____

CONDITION OF EQUIPMENT ON RETURN

GOOD ☐ OTHER ☐

EXPLAIN _____

TIME OUT

TIME BACK

DECLARATION OF LEGAL AGREEMENT.

INITIALS

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE RELEASE OF LIABILITY AND WAIVER OF CLAIMS ON THE REVERSE OF THIS DOCUMENT.

PRIVACY STATEMENT

Intrawest respects your privacy. Any personal information we collect is used only to develop products, services and offers, communicate with our customers and complete the transactions that deliver our products and services to you. Your personal information is not shared, without your consent, with third parties. For more information, visit www.intrawest.com/privacy or call 1-877-477-6777.

BIKE MODEL

BARCODE

SAFETY CHECK:

BIKE SIZE

CHEST ARMOUR

☐ BAR/STEM

☐ GEARS

HELMET

GLOVES

☐ BRAKES

☐ SEAT HEIGHT

ARM PADS

LEG PADS

☐ SAFETY EQUIPMENT
SUGGESTED

☐ WHEELS TRUE

EQUIPMENT DAMAGE WAIVER

ACCEPTED ☐

DECLINED ☐

YES, please send me special offers and information from Whistler Blackcomb ☐

FOR OFFICE USE ONLY

MOUNTAIN ADVENTURE CENTRES / WHISTLER BLACKCOMB RENTALS
EQUIPMENT RETURN ACKNOWLEDGEMENT

Technician's
Initials

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