

## WHISTLER BLACKCOMB MOUNTAIN BIKING

### 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!***

*This Agreement shall apply to all subsequent Season Pass, Triple Play & Edge Card renewals*

Customer ID:

**I have been offered a copy of this Release Agreement and I have been advised to read it carefully.**

Initial - Rider

Initial - parent or guardian if Rider is under age 19

Name	Last	First	Middle Initial
Address	Street		
	City	Prov/State	Postal/Zip Code
Telephone	Home	Work	Mobile
	Emergency Contact Name		Telephone

### NOTICE TO RIDERS, PARENTS AND GUARDIANS

**If you are new to the mountain biking program at Whistler Blackcomb or if you are signing this Release Agreement as the parent or guardian of a younger rider, please take the time to review this document carefully and familiarize yourself with the mountain biking activities at Whistler Blackcomb. Injuries are a common and expected part of mountain biking. Whistler Blackcomb offers introductory mountain biking lessons and beginner mountain biking terrain. More challenging terrain should not be attempted until the rider has the appropriate skill, experience and equipment. Please speak to Guest Services for more information regarding mountain biking at Whistler Blackcomb.**

# ***STOP - READ THIS!!!***

## **WHISTLER BLACKCOMB MOUNTAIN BIKE PARKS**

### **Important Information about the Bike Park**

- Use of the Bike Parks involves the risk of injury. You control the degree of risk you will encounter in using the trails and features in the Bike Parks.
- Do not attempt any of the trails or features unless you have sufficient ability and skill to do so safely. Always ride in control and within your ability level.
- Helmets are mandatory in the Bike Parks and protective padding is strongly recommended. Full suspension bikes and 24" minimum wheels are recommended.
- The Bike Parks are not recommended for first time cyclists, without proper instruction.
- All inexperienced riders under age 13 should have the consent of a parent or guardian to ride in the Bike parks unaccompanied by an adult.
- Downhill riding only. Uphill riding and hiking in the Bike Park is not permitted.
- Beware of changing conditions on trails and features. It is your responsibility to inspect features before using them.
- Stay off access roads. Stop at all road crossings.

**YOU ASSUME THE RISK OF ANY INJURY THAT MAY OCCUR WHEN USING THE BIKE PARKS. WHISTLER BLACKCOMB MOUNTAIN'S LIABILITY FOR ANY INJURY OR LOSS IS EXCLUDED BY THE TERMS AND CONDITIONS ON YOUR TICKET OR BIKE PARK PASS RELEASE OF LIABILITY**

## **MOUNTAIN BIKERS RESPONSIBILITY CODE**

1. Stay in control at all times. It is your responsibility to avoid other persons and objects around you.
2. Do not stop where you obstruct a trail or are not visible from above.
3. When entering a trail or starting downhill, you must look uphill and yield to other riders.
4. Please assist if you are involved in or witness a collision or accident and identify yourself to the Bike Patrol.
5. Keep off closed areas and obey all signs and warnings.
6. Stay on marked trails. Do not cut switchbacks.
7. Stay off lifts and out of the Bike Park if your ability is impaired through the use of drugs or alcohol.
8. You must have sufficient physical dexterity, ability and knowledge to safely ride and unload lifts. If in doubt, ask the attendant.
9. Hiking in the Bike Park is not permitted.
10. Do not feed, provoke or approach wildlife.

**KNOW THE CODE – BE SAFETY CONSCIOUS.  
IT IS YOUR RESPONSIBILITY.**

**PARK PRIVILEGES REVOKED FOR BREACH OF THE MBR CODE**

## **MOUNTAIN BIKE CHECKLIST**

The trails of the Whistler Blackcomb Mountain Bike Parks are rough and demanding on both the bike and body. Before riding always inspect your equipment or have it checked by a qualified bike mechanic.

1. Ensure your helmet is in good shape and properly adjusted
2. Inspect bike frame for cracks and damaged or dented areas.
3. Ensure you have sufficient brake pad to stop your bike while descending.
4. Front and rear axles (skewers) should be tight.
5. Headset and stem must be secure with no looseness or play.
6. Check that your tires are in good condition, with no tears or cuts in the sidewall.
7. Handle bar and handle grips must be tight and unable to spin. Seat and seat post need to be fastened securely

Initial - Rider	Initial - Parent or Guardian if Rider under age 19

**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!**

*This Agreement shall apply to all subsequent Season Pass, Triple Play & Edge Card renewals*

**TO: Whistler Mountain Resort Limited Partnership, Blackcomb Skiing Enterprises Limited Partnership, Intrawest ULC, Intrawest Mountain Resorts Ltd. and Mountain Employment Company Ltd.** and their directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all organizers, officials, workers, volunteers, participants, sponsors, promoters and advertisers involved with mountain biking at Whistler Blackcomb (all of whom are hereinafter collectively referred to as "**THE RELEASEES**").

**DEFINITIONS**

In this Release Agreement, the term "mountain biking" shall include all activities, events, services or use of facilities provided, arranged organized or conducted by the Releasees including but not limited to: cycling; bike descents; mountain bike tours; bicycle camps; use of the Whistler Bike Park and Blackcomb Magic Park; bicycle skills training; use of trails and roads; guided mountain biking activities; races; competitions; demonstrations and events; orientation and instructional courses and sessions; big air contests; dual slalom, downhill, and biker cross events; BMX courses and races; use of mountain boards, mountain scooters, digglers or any other type of wheeled self-propelled conveyance; and all other related activities, events or services.

**ASSUMPTION OF RISKS**

Injuries are a common and expected part of mountain biking. Mountain biking at Whistler Blackcomb 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. These include but are not limited to: use of chairlifts and gondolas; changing weather conditions; mechanical failure of equipment; falls; loss of balance; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in cycling terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams and creeks; constructed feature such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collisions with natural and constructed objects, other mountain bikers, vehicles, pedestrians, spectators and officials; encounters with domestic and wild animals including dogs and bears; negligence of other riders or users of the premises; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.**

**SAFETY**

I have been advised to wear an approved helmet and other protective equipment such as elbow/forearm and knee/shin armour when free riding or down-hilling. Use of a helmet is mandatory in the Bike Park. Please refer to the 'Stop – Read This' sign, Mountain Bikers Responsibility Code and Mountain Bike Checklist for further safety information.

**COMPETITIONS**

I acknowledge that the risks, dangers and hazards of Mountain Biking are increased during races, competitions and contests, due to the competitive nature of the activity and the fact that there will be other participants on the course. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

Initial - Rider	Initial - Parent or Guardian If Rider under age 19

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of my participation in mountain biking at Whistler Blackcomb and my use of services, equipment and facilities at Whistler Blackcomb, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby 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, as a result of my participation in Mountain Biking, 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 THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Mountain Biking;
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 Province of British Columbia.

This Agreement shall apply to all subsequent Bike Park Season Pass, Triple Play and Edge Card renewals.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Mountain Biking, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, 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 Participant	
Please print name clearly	

Signature of Parent or Guardian if Rider under 19	
Please print name clearly	

Month	Day	Year
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Signature of Witness	
Please print name clearly	

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](http://www.intrawest.com/privacy) or call 1-877-477-6777