

WHISTLER BLACKCOMB

**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!

This Agreement shall apply to all subsequent Season Pass & Card renewals.

Initial	Initial	Initial	Initial	Initial	Initial
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TO: WHISTLER BLACKCOMB HOLDINGS INC., BLACKCOMB SKIING ENTERPRISES LIMITED PARTNERSHIP, WHISTLER MOUNTAIN RESORT LIMITED PARTNERSHIP, WHISTLER BLACKCOMB EMPLOYMENT CORP. AND HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF BRITISH COLUMBIA (hereinafter collectively referred to as "WHISTLER BLACKCOMB")

ASSUMPTION OF RISKS

I am aware that skiing, snowboarding, participating in snow school lessons, tubing, cycling, mountain biking, hiking and sightseeing (hereinafter collectively referred to as the "ACTIVITIES") involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; avalanches; loss of balance or control; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of snow or ice on or beneath the surface; variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks, 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, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; collision with other persons; the failure to act safely or within one's own ability or to stay within designated areas; negligence of other skiers, snowboarders, cyclists, hikers and other persons; and **NEGLIGENCE ON THE PART OF WHISTLER BLACKCOMB OR ITS STAFF. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF WHISTLER BLACKCOMB OR ITS STAFF TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES. USE OF TERRAIN, TUBE AND BIKE PARK FEATURES INVOLVES INCREASED RISK OF INJURY.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many are unmarked.

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

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Whistler Blackcomb accepting my application for a winter season pass, edge card, gold card, Blackcomb summer glacier pass, hiking pass, Whistler Mountain bike park pass or card and permitting my use of its lifts, runs, trails, terrain, tube and bike parks, race courses and other ski area facilities (hereinafter referred to as "the facilities"), I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Whistler Blackcomb, and its directors, officers, employees, agents, representatives, volunteers, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as "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 UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337, 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 OF THE ACTIVITIES 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 on the facilities or travel beyond the ski area boundary;
3. 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;
4. 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
5. 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.
 - In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releases with respect to the safety of the activities other than what is set forth in this Agreement.
 - The pass issued to the Passholder is the property of Whistler Blackcomb, is not transferable, is not for resale and is revocable for misconduct or breach of the Alpine Responsibility Code.
 - This Agreement shall apply to all subsequent winter season pass and card renewals.

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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Name (print clearly)	Date of Birth (mm/dd/yy)	Passholder Signature	Current Date	Witness Signature
1 _____	____/____/____	_____	_____	_____
2 _____	____/____/____	_____	_____	_____
3 _____	____/____/____	_____	_____	_____
4 _____	____/____/____	_____	_____	_____
5 _____	____/____/____	_____	_____	_____
6 _____	____/____/____	_____	_____	_____

Rules of Play – Live by them! Pass & Cardholders must be aware of and obey the Rules of Play.

➤ **Refund Policy:** The Passholder(s) acknowledge(s) that Season Passes and Cards are non-refundable and non-transferable and are to be used within the season they were purchased for. See www.whistlerblackcomb.com or ask Guest Relations for the full Cancellation Policy.

By using your Pass you are agreeing to the terms and conditions listed below: (Pass = Card or Season Pass)

- Your Pass is for your personal use only. It is not transferable and cannot be resold.
- **Respect the Mountains. Respect Others. Respect Yourself.** If you do not obey this rule, you may be removed from the mountain and lose your Pass privileges. Offensive or threatening behaviour towards other guests and our staff will not be tolerated.
- **You must abide by the Alpine Responsibility Code/ Mountain Bike Responsibility Code at all times.** If you do not obey this rule, you may temporarily or permanently lose your Pass privileges.
- **A \$500 fine will apply if anyone is caught using your Pass whether you are aware of the misuse or not.** You are liable for any misuse while the Pass is not in your possession unless you have already reported your Pass lost/stolen prior to the misuse. In addition to the fine you may lose your Pass privileges. Remember, Passes are valuable so please keep them in a safe place at all times.
- You are responsible for reporting if your Pass gets lost, stolen or damaged right away. For subsequent replacements, you will be charged \$5.00 for each replacement (upon presentation of valid government-issued photo ID).
- For security reasons you will be required to show valid government-issued photo ID when you pick up your Pass. If you are picking up a Pass for a child, you will be required to show the child's valid government-issued photo ID when you pick up their pass as well.
- You must have your Pass on you at all times when accessing Whistler Blackcomb – no exceptions.
- Whistler Blackcomb may change the opening and closing dates of the mountains and of the Season.

Whistler Blackcomb reserves the right, at any time and without notice, to amend the Rules of Play and the terms and conditions of membership in the season pass and card programs.

We have read and agree to the above Rules of Play:

Name (print clearly)	Date of Birth (mm/dd/yy)	Passholder Signature	Current Date	Witness Signature
1 _____	____/____/____	_____	_____	_____
2 _____	____/____/____	_____	_____	_____
3 _____	____/____/____	_____	_____	_____
4 _____	____/____/____	_____	_____	_____
5 _____	____/____/____	_____	_____	_____
6 _____	____/____/____	_____	_____	_____

Direct Credit Card Billing Agreement Direct to Lift and/or Resort Card Options

1. The credit cardholder (the "Applicant") acknowledges and accepts full responsibility for and guarantees payment for purchases at or through Whistler Blackcomb facilities by all Passholders who you have selected to be associated to your credit card through the Resort Charge option (Resort Card (RC) and/or Direct To Lift (DTL)), the names of whom are listed below. The Applicant gives Whistler Blackcomb permission to charge the Applicant's credit card listed below for purchases at or through Whistler Blackcomb facilities for all associated Passholders.
2. The Applicant who has chosen the Resort Charge option acknowledges that he/she and the associated Passholders may head directly to the lift and may bill daily lift access to the credit card listed below through the use of the Passes associated through the Resort Charge option. The Applicant agrees that Whistler Blackcomb may charge the applicable daily lift ticket rate to such credit card each time the Applicant or associated Passholder accesses the lifts at Whistler or Blackcomb Mountain using their Pass without first purchasing a daily lift ticket.
3. The Applicant is responsible for all charges and agrees to pay all charges incurred when Resort Charge is used at a location where their signature is not captured, such as at the lifts and at cafeteria-style restaurants.
4. The Applicant must report their lost or stolen Pass to Whistler Blackcomb immediately. The Applicant is responsible for the payment of all charges incurred prior to a Pass being reported lost or stolen.
5. In the case of a declined charge, the Applicant's Pass or the associated Passes may be temporarily suspended until the outstanding amount has been received. At the discretion of Whistler Blackcomb, the Resort Charge option and its privileges may be removed until the outstanding amount has been received.
6. The Applicant also acknowledges that it is his/her responsibility to notify Whistler Blackcomb of any credit card changes including credit card numbers, expiry dates and address changes.
7. The Applicant agrees that Whistler Blackcomb can pursue all avenues of collection, including the use of collection agencies, to recover all charges and other unpaid amounts due, including reasonable legal fees, resulting from failure to pay all amounts when due under this Agreement.
8. The Applicant can change or terminate this agreement either in person at Guest Relations or by mail or email. The Applicant is responsible for any charges by any of the associated Passholders applied prior to the termination of this agreement.
9. This Agreement will apply to subsequent Season Pass and Card renewals and/or purchases online, by phone, by mail or in person.

We have read and agree to the above Direct Billing terms and conditions:

Name (print clearly)	Date of Birth (mm/ dd/ yy)	Name (print clearly)	Date of Birth (mm/ dd/ yy)
1 _____	____/____/____	4 _____	____/____/____
2 _____	____/____/____	5 _____	____/____/____
3 _____	____/____/____	6 _____	____/____/____

Credit Cardholder Information (Please complete for Resort Charge option (DTL and/ or RC)

I authorize the persons named above to use this credit card for DTL and/or RC charges

Name _____	Signature _____
Credit Card Number _____	Expiry Date _____

Whistler Blackcomb 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. For more information, visit www.whistlerblackcomb.com/privacy.