HUDSON BAY MOUNTAIN RESORT SNOW SCHOOL LESSON OPT OUT WAIVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT
(hereinafter the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Initial Here

HELMETS ARE STRONGLY RECOMMENDED

In this Release Agreement the term "Snow School Lesson" includes skiing and snowboarding lessons, orientation or instructional sessions, guided ski and snowboard tours and clinics, competitions and events, access to the ski area and use of all facilities including lifts.

ASSUMPTION OF RISKS

I agree to assume all risks, dangers and hazards of not participating in Snow School Lessons including, but not limited to: boarding, riding and disembarking ski lifts; loss of balance or control; slips, trips and falls; collision or impact with natural or man-made objects or with other persons; becoming lost or separated from one's party; failure to act safely or within one's own ability or to stay within designated areas; travel within or beyond the ski area boundaries; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; and negligence on the part of Hudson Bay Mountain Resort Inc. and its directors, officers, employees, ski and snowboard instructors, guides, volunteers, agents, independent contractors, subcontractors, representatives, sponsors, successors and assigns (hereinafter collectively the "Releasees"). I understand that negligence includes failure on the part of the Releasees to take reasonable steps to safeguard or protect me from or warn me of the risks, dangers and hazards of participating in Snow School Lessons.

RELEASE OF LIABILITY

I agree to waive any and all claims and to release the Releasees for any and all liability from any loss, damage, expense or injury, including death, that I may suffer as a result of not participating in Snow School Lessons, 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, RSBC 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 or warn me of the risks, dangers and hazards of not participating in Snow School Lessons. I agree that any litigation involving the Releasees shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia. I further agree that these conditions and any rights, duties and obligations of the Releasees shall be governed by and interpreted solely in accordance with the laws of British Columbia and no other jurisdiction.

HUDSON BAY MOUNTAIN'S LIABILITY IS EXCLUDED BY THESE CONDITIONS

Participant Name	Name of Witness
Signature of participant	Signature of Witness
Name of Parent/Guardian (if under 19)	Date:
Signature of Parent/Guardian (if under 19)	