

# 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**

**I HAVE BEEN OFFERED A COPY OF THIS RELEASE AGREEMENT AND I HAVE BEEN ADVISED TO READ IT CAREFULLY.**

Initial - Rider or Parent/Guardian if Rider under 19
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<b>Name</b>	<b>First</b>					<b>Last</b>
<b>Address</b>	<b>Street</b>					
	<b>City, Province/State</b>					
	<b>Country, Postal Code</b>			<b>Cell Phone</b>		
<b>Birthdate</b>	<b>Day</b>	<b>Month</b>	<b>Year</b>	<b>Age</b>	<b>M / F</b>	
<b>Emergency Contact</b>	<b>Name</b>			<b>Telephone</b>		

**TO: Crankworx Events Inc., Vail Resorts, Inc., The Vail Corporation, Whistler Blackcomb Holdings Inc., Blackcomb Skiing Enterprises Limited Partnership, Whistler Mountain Resort Limited Partnership, Whistler Resort Association (dba Tourism Whistler), Resort Municipality of Whistler, each of their affiliated companies and subsidiaries (hereinafter referred to as the "EVENT ORGANIZERS"), Her Majesty the Queen in Right of the Province of British Columbia, and their respective direct and indirect subsidiaries, directors, officers, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all officials, workers, volunteers, participants, sponsors, promoters and advertisers involved with mountain biking at Whistler Blackcomb and in Resort Municipality of Whistler, as well as any other organization, company, society, enterprise, association or person directly or indirectly involved in the present event (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; bicycle skills training; use of trails and roads in the Bike Park, and / or Resort Municipality of Whistler; guided mountain biking activities; races; competitions; demonstrations and events; orientation and instructional courses and sessions; big air contests; dual slalom, downhill, cross country and biker cross events; BMX courses and races, and all other related activities, events or services. "Special Events" shall refer to any and all related activities organized, conducted or sponsored by the Releasees, including, but not limited to, races, competitions, demonstrations, training and other such events or activities associated with Crankworx Whistler, scheduled for August 8-19, 2019.

**ASSUMPTION OF RISKS**

Injuries are a common and expected part of mountain biking. Mountain biking at Whistler Blackcomb and in the Resort Municipality of Whistler 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 downhill. Use of a helmet is mandatory in the Bike Park and in the Resort Municipality of Whistler. 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. **AS A COMPETITOR IN THIS SPECIAL EVENT, I AGREE TO FOLLOW ALL INSTRUCTIONS ISSUED BY ALL OFFICIALS OR BY MEANS OF ANNOUNCEMENTS AND NOTICES AND UNDERSTAND FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION FROM THE EVENT.** I agree it is my sole responsibility to be familiar with the Releasee's rules and any special regulations for the Special Events.

Initial Rider	Initial Parent / 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 and in the Special Events and my use of services, equipment and facilities at Whistler Blackcomb and in the Resort Municipality of Whistler, 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 OCCUPIERSLIABILITY 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;

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.

**IMAGE RELEASE**

As a condition of my participation in the Special Events, I hereby unconditionally and irrevocably consent, authorize and grant Crankworx Events Inc. ("CEI"), the event organizers of each event, and their respective affiliates, sponsors, promoters, advertisers, broadcasters, webcasters, contractors, agents, representatives, licensees and assigns (together, the "Releasees" all the necessary authority, right and license and permission to use photographs, audio or video recordings, or other forms of recordings that capture my image, likeness, voice or performance (or all of these) (collectively hereinafter referred to as "Images"), in which I may be included in whole or in part, in any manner or media, including print, broadcast, internet media, direct marketing channels, downloadable content and applications, and all other technologies now known or hereafter developed. The Images may be used or exploited for any commercial or non-commercial purpose whatsoever, and may be altered, modified, changed, combined or incorporated into other works. I hereby relinquish any rights I may have in the Images (including privacy, personality and publicity rights). In no event shall I seek or be entitled to injunctive or other equitable relief in connection with the use of the Images. No fees or other compensation whatsoever will be provided to me for or in connection with the use of the Images. I hereby release the Releasees from any and all claims which I may now or in the future have relating to the ownership, reproductions, display, distribution or other use of the Images.

Initial Rider	Initial Parent / Guardian if Rider under age 19

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. Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

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

Date
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Signature of Witness
Please print name clearly