

SUN PEAKS RESORT BIKE PARK

**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 SUN PEAKS FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

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 Sun Peaks or if you are signing or consenting to this Release Agreement as the parent or guardian of a rider under the age of 19, please take the time to review this document carefully and familiarize yourself with the mountain biking activities at Sun Peaks. Injuries are a common and expected part of mountain biking. Sun Peaks 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 Sun Peaks.

STOP - READ THIS!!!

SUN PEAKS BIKE PARK

Important Information about the Bike Park

- Use of the Bike Park involves the risk of injury. You control the degree of risk you will encounter in using the trails and features in the Bike Park.
- 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 Park and protective padding is strongly recommended. Full suspension bikes are recommended.
- The Bike Park is not recommended for first time cyclists.
- All riders must be at least 12 years of age to ride in the Bike Park without adult supervision.
- The Bike Park trails are intended for downhill riding only. Watch for intersecting hiking and cross country bike trails.
- Be aware of changing conditions on trails and features. It is your responsibility to inspect trails and features before using them.
- Stay off access roads. Stop at all road crossings.

As with many adventure sports, riding in the Bike Park involves the risk of injury, including serious injury, head injury, paralysis or death. The risk of injury increases with the degree of difficulty of the trail and the speed of descent. Although the risk of injury can never be eliminated, the rider can manage the risk through controlling speed and choosing terrain appropriate for the rider's skill and experience. Orientation sessions, lessons, clinics and coaching offered through the Bike Park will also assist the rider in managing the risk of injury.

MOUNTAIN BIKERS RESPONSIBILITY CODE

1. **RIDE IN CONTROL AND WITHIN YOUR ABILITY LEVEL.** You must be able to stop and avoid other people or objects. You must understand bike park signage, trail ratings and trail progression. Start slow and small. Ride trails and features matching your ability.
2. **PROTECT YOURSELF.** Helmets are mandatory in Bike Parks and strongly recommended on all other trails. Other protective equipment is strongly recommended.
3. **DO NOT RIDE** if your ability or judgement is impaired by drugs, alcohol or fatigue.
4. **INSPECT AND MAINTAIN YOUR BIKE** or have it checked by a qualified bike mechanic before you ride.
5. **OBEY SIGNS AND WARNINGS.** Stay on marked trails. Do not cut switchbacks and keep off of closed areas.
6. **INSPECT TRAILS AND FEATURES.** Conditions change constantly on trails and features. Inspect features before use and throughout the day.
7. **BE LIFT SMART.** Make sure you have the physical dexterity, ability and knowledge to safely load, ride and unload lifts when riding at lift access resorts. Ask for assistance with chairlifts and surface lifts if unsure.
8. **LOOK OUT FOR OTHERS.** Avoid riders ahead of you. They have the right of way. Yield to other riders when entering a trail.
9. **BE VISIBLE.** Do not stop where you obstruct a trail or are not visible from above.
10. **COOPERATE.** If you are involved in or witness a Collision or accident, you must identify yourself to the Bike Patrol, staff member or local authority.

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

PARK PRIVILEGES REVOKED FOR BREACH OF THE MBR CODE

Initial - Rider

Initial - Parent or Guardian
if Rider is 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 SUN PEAKS FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

TO: SUN PEAKS RESORT LLP, SUN PEAKS RESORT CORPORATION, SUN PEAKS GRAND (MP) LTD., SUN PEAKS GRAND LLP and their respective 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 Sun Peaks (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 Sun Peaks Bike 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 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 Sun Peaks 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; slips, trips and 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; negligent first aid; accidents during mountain bike instructional courses, lessons, clinics or sessions and **NEGLIGENCE 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 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 mountain biking. 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 is 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 being permitted to participate in mountain biking, mountain bike lessons, sessions, clinics and competitions, and use the services, equipment and facilities at Sun Peaks, 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*, R.S.B.C. 1996, c. 336, 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 MOUNTAIN BIKING;
- 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 British Columbia and no other jurisdiction; and
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

I hereby grant permission to the Releasees to use photographic or video representations of me during my participation in mountain biking and to publish the photographs and video for advertising, promotional and marketing purposes.

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 THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of Witness	
Please print name of Witness clearly	

Signature of Rider	
Please print name of Rider clearly	

Date			
	Day	Month	Year

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