

SUN PEAKS RESORT MOUNTAIN BIKE PARK

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

PLEASE READ CAREFULLY!

In this Release Agreement the term "**mountain biking**" includes use of the Sun Peaks Resort Bike Park and other facilities and all mountain bike activities including guided descents, clinics and competitions.

ASSUMPTION OF RISKS

Mountain biking takes place on steep, rugged and challenging terrain and features, and will expose the rider to many risks, dangers and hazards. Falls and collisions occur frequently. Helmets are mandatory in the Bike Park. Full face helmets and other protective gear are strongly recommended.

As with many adventure sports, riding in the Bike Park involves the risk of injury, including serious injury, head injury, paralysis and 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.

RELEASE OF LIABILITY

I agree to waive any and all claims and to release Sun Peaks Resort LLP, Sun Peaks Resort (MP) Corporation, Sun Peaks Grand (MP) Ltd., Sun Peaks Grand LLP and their respective officers, directors, employees, representatives and contractors (hereinafter "the Releasees") from any and all liability for any loss, damage, expense or injury, including death, that I may suffer as a result of mountain biking at Sun Peaks Resort or my use of or presence in the Bike Park, **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 or using these facilities.

**PLEASE SEE GUEST SERVICES FOR INFORMATION
ON MOUNTAIN BIKE SAFETY**

Date (mm/dd/yy)		Please print name of Rider clearly	
Signature of Parent/Guardian if rider is under 19 years		Signature of Rider	
Transaction #	Please Print Witness Name	Signature of SPRLLP Witness	