

POLEY MOUNTAIN RESORTS LTD.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!**

TO: Poley Mountain Resorts Ltd. (herein after referred to as the "SKI AREA OPERATOR")

Name	Last	First	Initial
Address	Street		
	City	Prov.	Code Phone

In this agreement, the term "skiing" shall include "snowboarding" and "telemark skiing"

ASSUMPTION OF RISKS

I am aware that skiing involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; avalanches; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps, forest dead fall; the condition of snow or ice on or beneath the surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult snow 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 skiers or snowboarders; the failure to ski or snowboard safely or within one's own ability or within designated areas; negligence of other skiers and snowboarders; and **NEGLIGENCE ON THE PART OF THE SKI AREA OPERATOR OR ITS STAFF INCLUDING THE FAILURE ON THE PART OF THE SKI AREA OPERATOR AND ITS STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING AND SNOWBOARDING.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and many are unmarked.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SKIING AND SNOWBOARDING 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 the SKI AREA OPERATOR accepting my application for a seasons pass or express card and permitting my use of the lifts, runs, trails, terrain parks, race courses and other facilities (hereinafter referred to as "the skiing facilities"), I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the **SKI AREA OPERATOR** and its directors, officers, employees, agents, representatives, 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 skiing 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 OWED UNDER THE *OCCUPIERS LIABILITY ACT* ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING AND SNOWBOARDING 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 skiing facilities or travel beyond the ski area boundary;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, 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 New Brunswick and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of New Brunswick and shall be within the exclusive jurisdiction of the Courts of the Province of New Brunswick.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of skiing and snowboarding other than what is set forth in this Agreement.

It is understood and agreed that this Agreement shall not apply in respect of injuries resulting from mechanical breakdown or failure of ski lifts, tows, or any related equipment.

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, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20__.

Witness
Please print name clearly

Signature of Passholder
Please print name clearly

This agreement must be completed in full, signed, dated, and witnessed before a pass or express card may be issued.