

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")**

**BY SIGNING THIS RELEASE AGREEMENT 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!

I Agree (Initial)

I agree that this Release Agreement shall apply to all participation in all Activities for six (6) months from the date I sign it.

I Agree (Initial)

I confirm: (i) I am the person named in this Release Agreement and I will be participating, I am at least 18 years old, and I am completing this Release Agreement for myself; and/or (ii) I am the parent/legal guardian of the minor child(ren) named in this Release Agreement and I am authorized to complete this Release Agreement on their behalf.

I Agree (Initial)

I understand Castle Mountain is relying on this confirmation, and my accurate completion of, and unconditional agreement to, this Release Agreement in agreeing to issue any ticket/pass and allowing me to participate in Activities.

Name of Participant ("Participant")	Last	First	Age
Address	Street	City	Prov/State
	Postal Code	Telephone	Email

TO: CASTLE MOUNTAIN RESORT INC., o/a CASTLE MOUNTAIN, all event organizers, and all other individuals and entities that provide services as part of Activities, and each of their directors, officers, employees, instructors, guides, agents, representatives, volunteers, course workers, independent contractors, contractors, sponsors, promoters, advertisers, successors and assigns and other participants (hereinafter collectively referred to as the "Releasees")

DEFINITION

In this Release Agreement the term **"Activities"** shall include all activities and services organized, conducted, promoted, authorized, hosted, provided, or sponsored by the Releasees at or on Castle Mountain's property or facilities and shall include, but are not limited to: hiking; running; trail racing; horseback riding; touring; outdoor and indoor yoga; races, competitions and events; festivals; demonstrations, courses, and instructional sessions; use of trails, race courses and other facilities; lessons and programs; transportation; food and beverage services; rescue and first aid services; rental or use of equipment; all loading, unloading and travel by or movement around ski lifts, horses, and vehicles; and all other such events, activities and services in any way connected with or related to Activities. The term "Summer" includes all spring, summer and fall seasons.

RACES, COMPETITIONS & CONTESTS – Increased Risks, Dangers and Hazards

I acknowledge that the risks, dangers and hazards of participating in Activities 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 increased risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

HORSEBACK RIDING – Additional Risks, Dangers and Hazards

If I am participating in horseback riding, I acknowledge that participating in horseback riding will expose me to risks, dangers and hazards in addition to those listed on the next page under ASSUMPTION OF RISKS, which additional risks, dangers, and hazards include, but are not limited to: being thrown from or falling from a horse; being bitten, kicked or stepped on by a horse; unpredictable behaviour and sudden reactions, movements or stops of horses; inability to control, direct or stop a horse; horses stumbling or falling; my horse becoming separating from the group; stream and river crossings; cold water; and variable water conditions and depths.

ASSUMPTION OF RISKS

I am aware that participating in Activities will expose me to many risks, dangers and hazards that could result in physical injury, psychological injury, death, paralysis, property damage, or loss to me and other third parties. The risks, dangers, and hazards of participating in Activities may include, but are not limited to: uncontrolled, unmarked, and uninspected terrain; failure to predict whether the terrain is safe; slips, trips, falls; loss of balance; miscellaneous health problems related to over-exposure to the sun, insect bites, fatigue, stress, hypothermia, dehydration, over-exertion and lack of fitness; falls from heights; variation in terrain including steep or slippery sections, cliffs, trees, roots, tree stumps, logs, cliffs, loose gravel, holes, depressions, streams and creeks, constructed features such as bridges and ramps; equipment failure; encounters with domestic or wild animals including dogs, horses, and bears; boarding, riding and disembarking ski lifts; misloads or falls from ski lifts; impact or collision with other persons, structures, vehicles, bikes, animals, equipment or other objects; extreme and rapidly changing weather; lightning; high winds; forest fires and smoke; witnessing or being involved in a traumatic or upsetting incident; encounters with dangerous flora or fauna; incomplete or inaccurate instructions or directions; failure to act safely or within one's own ability; failure to stay within designated areas or trails; becoming separated from one's group or guide; negligent first aid or rescue; food poisoning; allergic reaction; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligence, inattention, inexperience or physical aggression of other persons; **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND 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 ACTIVITIES.**

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN ACTIVITIES, AND I AGREE 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. I FURTHER AGREE MY PARTICIPATION IN ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THE RISKS.

I AGREE (Initial)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in Activities as a participant, competitor, course worker, official, volunteer, event organizer, guest, member of the media or any other capacity, 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 heirs, next of kin, executors, administrators, assigns and representatives may suffer, as a result of my participation in Activities, **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, RSA 2000, c. O-4, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS OR ADVICE AND 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 ACTIVITIES;**

I AGREE (Initial)

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to the property of or personal injury to any third party resulting from my participation in Activities;
- 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 Alberta and no other jurisdiction;**
- 5. Any litigation involving the parties to this Release Agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta;**
- 6. If this Release Agreement is completed electronically, I consent to signing this Release Agreement electronically and confirm that my electronic signature is the legal equivalent of my manual signature in this Release Agreement; and**
- 7. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to the minimum extent necessary to make it enforceable while reflecting the parties' intention as closely as possible. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.**

IMAGE RELEASE

I consent to the publication and distribution of photographs or videos taken of me by the Releasees during my participation in Activities for promotional and marketing purposes and I agree not to claim any compensation for use, publication or distribution of the photographs and videos.

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 participating in Activities, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. 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, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Signed this _____ day of _____, 20____

PRINTED NAME OF PARTICIPANT
(or parent/legal guardian if under 18)

SIGNATURE OF PARTICIPANT
(or parent/legal guardian if under 18)

PRINTED NAME OF WITNESS

SIGNATURE OF WITNESS