

A separate waiver must be signed for each Participant.

I confirm: (i) I am the person listed as the Participant below, I am at least 19 years old, and I am completing this Release Agreement for myself; or (ii) I am the parent/legal guardian of the minor child listed as Participant and I am authorized to complete this Release Agreement on their behalf. I understand Red Mountain is relying on this confirmation, and my accurate completion of, and unconditional agreement to, this Release Agreement in agreeing to issue me any ticket/pass and allowing me to participate in Ski & Snowboard Activities.

I Agree (Initials)

**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 (Initials)

I agree that this Release Agreement shall apply to all my participation in all Ski & Snowboard Activities during Red Mountain's 2025-2026 season without having to sign another Release Agreement.

I Agree (Initials)

TO: Red Resort Limited Partnership o/a Red Mountain, Red Resort G.P. Ltd., Red Mountain Ventures G.P. Ltd., Red Mountain Ventures Limited Partnership, RMR Acquisition Corp., Land Acquisition Corp., Red Property Management Ltd., and all partners, affiliates, parent companies, and subsidiaries of the foregoing, and each of their directors, officers, employees, instructors, coaches, trainers, guides, agents, representatives, volunteers, contractors, subcontractors, sponsors, insurers, successors and assigns (hereinafter collectively referred to as the "Releasees").

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

DEFINITION

In this Release Agreement, the term "Ski & Snowboard Activities" shall include, without limitation participation in all forms of skiing, snowblading, all forms of snowboarding, telemark skiing, cross-country-skiing, all forms of snow skating, ski biking, use of non-traditional alpine equipment, ski jumping and use of any ski runs, trails, terrain parks, half-pipes, and race courses; and participation in all lessons, programs, camps, training, activities, events, leagues, races, or services related thereto, including without limitation first aid or rescue services, and provided, arranged, organized, conducted, sponsored, hosted, or authorized by the Releasees and shall include, without limitation, snow school lessons, camps, programming, competitions, training, demonstrations, orientational or instructional courses, clinics, seminars and sessions; loading, unloading and travel by or movement in or around lifts, conveyors, snowcats, sleds, snowmobiles and motorized vehicles; use of or presence at restaurants, day lodges, parking, access roads and other facilities or areas; and all other activities, events and services in any way connected with or related to the Releasees.

ASSUMPTION OF RISKS

I am aware that participating in Ski & Snowboard Activities will expose me to many risks, dangers and hazards that may result in physical injury, psychological injury, paralysis, brain injury, death, property damage or loss, including loss to other third parties. These risks, dangers and hazards include, without limitation: boarding, riding and disembarking ski lifts and conveyors; misloads or falls from ski lifts and conveyors; changing weather conditions; avalanches; exposed rock, earth, ice and other natural objects; trees, tree wells, tree stumps and forest deadfall; 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 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, snowmaking equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; use of halfpipes, terrain parks, rails, boxes, jumps and other features; reduced visibility caused by weather; collision with or being hit by other skiers or snowboarders, or other persons; encounters with domestic or wild animals; loss of balance or control; slips, trips, and falls; accidents during snow school lessons; improper training techniques; failure to act safely or within one's own ability or to stay within designated areas; the negligence, inattention or inexperience of other persons; lack of fitness or conditioning; a medical condition whether known or unknown; negligent first aid; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; witnessing or being involved in a traumatic or upsetting event; and **NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS 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 SKI & SNOWBOARD ACTIVITIES.** I am also aware that these risks, dangers and hazards exist throughout the facilities and surrounding areas and that many hazards are unmarked.

ACKNOWLEDGMENT – SAFETY

I have been advised to wear a properly fitted, approved snow sport helmet and other protective equipment when participating in Ski & Snowboard Activities. A helmet designed for Ski & Snowboard Activities use may help reduce the risk of some types of injuries to the Participant at slower speeds; however, serious injury or death can result from both low and high energy impacts, even when a helmet is worn. **I FURTHER AGREE THAT I WILL COMPLY WITH THE ALPINE RESPONSIBILITY CODE AND OTHER SIGNAGE AS POSTED AT RED MOUNTAIN AND, IF I AM SIGNING THIS RELEASE AGREEMENT AS A PARENT/LEGAL GUARDIAN, I AGREE IT IS MY RESPONSIBILITY TO ENSURE THE MINOR UNDERSTANDS AND COMPLIES WITH THE ALPINE RESPONSIBILITY CODE.**

I AM AWARE OF, FREELY ACCEPT AND FULLY ASSUME ALL OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SKI & SNOWBOARD ACTIVITIES, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM. I AGREE THAT MY PARTICIPATION IN SKI & SNOWBOARD ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THESE RISKS, DANGERS AND HAZARDS.

I Agree (Initials)

RED MOUNTAIN TERRAIN PARKS – INCREASED RISKS

The Red Mountain Terrain Parks include small, medium, large and extra-large features and increasingly difficult terrain. As with many adventure sports, Ski & Snowboard Activities in the Red Mountain Terrain Parks involve the risk of injury, including serious injury, head injury, paralysis, or death. The participant controls the degree of risk they will encounter in using the features in the Red Mountain Terrain Park. **I ACKNOWLEDGE THAT THE RISK OF INJURY INCREASES WITH THE SIZE AND DEGREE OF DIFFICULTY OF THE FEATURE AND TERRAIN AND THE PARTICIPANT’S LAUNCH SPEED AND COMPLEXITY OF TRICK OR MANEUVER.**

I understand **THAT SNOWSPORT HELMETS ARE HIGHLY RECOMMENDED IN THE RED MOUNTAIN TERRAIN PARKS**, and I further agree to follow all etiquette and other guidelines issued by Red Mountain from time to time with respect to the use of the Red Mountain Terrain Parks.

I ACKNOWLEDGE AND AGREE THAT I HAVE BEEN ADVISED OF THE ENHANCED RISKS ASSOCIATED WITH USE OF THE RED MOUNTAIN TERRAIN PARKS. IF I AM SIGNING THIS RELEASE AGREEMENT AS A PARENT/LEGAL GUARDIAN, I AGREE IT IS MY RESPONSIBILITY TO ENSURE THE MINOR UNDERSTANDS THE RISKS, DANGERS AND HAZARDS OF SKI AND SNOWBOARD ACTIVITIES AND THE ENHANCED RISKS ASSOCIATED WITH USE OF THE RED MOUNTAIN TERRAIN PARKS.

I Agree (Initials)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for a pass or ticket and permitting my participation in Ski & Snowboard Activities, 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 Ski & Snowboard 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, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS 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 SKI & SNOWBOARD ACTIVITIES;**

I Agree (Initials)

- 2. **TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE RELEASEES** from any and all liability for any property damage, loss, or personal injury to any third party resulting from my participation in Ski & Snowboard Activities or travel beyond area boundaries;
- 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;
- 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;
- 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 Participant and Releasees’ intention as closely as possible. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

In entering into this Release Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of Ski & Snowboard Activities other than what is set forth in this Release Agreement.

I understand that any pass or ticket issued to me is the property of Red Mountain, it is not transferable, may not be resold or used by others, and is revocable for misconduct or breach of Red Mountain’s posted rules, including, without limitation, the Alpine Responsibility Code.

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 19)

 SIGNATURE OF PARTICIPANT
 (or parent/legal guardian if under 19)

 PRINTED NAME OF WITNESS

 SIGNATURE OF WITNESS