



**RELEASE OF LIABILITY AGREEMENT, 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!

Initial

Name	Last		First		Initial
Address	Street (Inc. Apt #)				
	City		Province		Postal Code
Birthdate	Day	Month	Year	Phone #:	
	Parent/Guardian Name (if Participant is under 18)			Last	First

TO: BLUE MOUNTAIN RESORTS LP, BLUE MOUNTAIN RESORTS GP INC., AND ALTERRA MOUNTAIN COMPANY INC., and each of their parent, subsidiary and affiliated entities and their respective directors, officers, employees, agents, volunteers, independent contractors, representatives, successors and assigns (collectively hereinafter referred to as the "RELEASEES").

DEFINITIONS

1. In this agreement, the term "Filming" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to capturing photography or video and other such activities, events and services in any way connected with or related to the Releasees.

ACKNOWLEDGEMENT

2. I acknowledge that I am required to abide by the policies and procedures of Blue Mountain Resort.
3. I am aware that the physical exertion required of Filming and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital anomalies. I acknowledge that I determine the level of participation at all times.

ASSUMPTION OF RISKS

4. I am aware that participation in Filming involves many risks, dangers and hazards including, but not limited to: being struck by equipment or objects associated with Filming; loss of balance; variation or changes in the terrain both inside and out; impact or collision with natural or man-made objects or other persons; slipping, tripping and falling, including falling from heights; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF FILMING.** I am also aware that the risks, dangers and hazards referred to above exist throughout the terrain and may be uncontrolled, unmarked and not inspected.
5. **I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH FILMING, 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. I ALSO ACCEPT RESPONSIBILITY FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY OR AS A RESULT OF MY PARTICIPATION IN FILMING.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

6. In consideration of the Releasees accepting my application to participate in Filming and permitting my use of their property, premises, trails, parking, lodges, restaurants and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree:

a) **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, injury including death, or expense that I may suffer, or that my next of kin may suffer, either directly or indirectly, as a result of my participation in Filming and my use of the premises and facilities, **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.O. 1990, c.O.2, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS DANGERS AND HAZARDS OF FILMING;**

- b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the Releasees resulting from my participation in Filming and my use of the premises and facilities,
- c) That this 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;
- d) 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 Ontario and no other jurisdiction;
- e) That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario; and
- f) In entering into the Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Filming, other than what is set forth in the Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM AGREEING TO THE FOLLOWING;

- I. THAT I AM ASSUMING ALL RISK OF INJURY, LOSS OR DAMAGE WITH RESPECT TO THE EQUIPMENT, THE ACTIVITY I WILL BE PARTICIPATING IN AND THE USE OF THE PREMISES AND FACILITIES;
- II. THAT I AM WAIVING ANY AND ALL CLAIMS ARISING FROM ANY CAUSE WHATSOEVER AGAINST THE RELEASEES, ON BEHALF OF MYSELF AND MY HEIRS, SUCCESSORS AND ASSIGNS; AND
- III. THAT I WILL INDEMNIFY THE RELEASEES IF ANY SUCH CLAIMS ARE BROUGHT AGAINST THEM.

Signed this ____ day of _____, 20 ____.

Witness

Signature of participant

Signature of parent/guardian (if participant is under 18 yrs.)

**THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED AND WITNESSED BY US
PRIOR TO PARTICIPATING IN FILMING**

Privacy Notice: Blue Mountain and Alterra Mountain Company respect your privacy. Any personal information we collect is used only to develop products, services and offers, communicate with our customers and complete the transactions that ultimately deliver our products and services to you. Your personal information is not shared, without your consent, with third parties for the purpose of marketing or selling their products or services. For more information, please go to www.bluemountain.ca/privacy.