

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

(hereinafter the "Release Agreement")

BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Initial

Name	Last	First	Initial	Phone
Address	Street		City	Prov./State
	Postal Code	E-mail		Birthdate / M / D / Y /

TO: Unkle Industries operating as Lee Cation and Whistler 2010 Sport Legacies Society operating as the Whistler Sliding Centre and its employees, hosts, agents, independent contractors, subcontractors, representatives, sponsors, successors, volunteers and assigns (hereinafter collectively referred to as the "OPERATORS").

DEFINITION

In this Release Agreement the term "Sliding Activities" includes the use of or attendance at the Whistler Sliding Centre and its facilities for the purpose of participating in or spectating at any activities, events, orientation or instructional session, clinics, lessons, tournaments and competitions involving bobsled, skeleton, luge or other activities involving use of the sliding track, sleds or other equipment.

ASSUMPTION OF RISKS

I am aware that participating in Sliding Activities involves various risks, dangers and hazards, including the risk of personal injury, death or property loss from various causes including but not limited to: slips and falls; accidents or collisions involving sleds or other equipment; equipment failure; failure to act safely or within one's own ability or to stay within designated areas; negligence of other persons; and NEGLIGENCE ON THE PART OF THE OPERATORS. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE OPERATORS TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Operators allowing me to participate in Sliding Activities, I hereby agree as follows:

1. I AGREE TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Operators and TO RELEASE THE OPERATORS from any and all liability for any damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my participation in Sliding Activities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE, INCLUDING ANY DUTY OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c.337. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE OPERATORS from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in Sliding 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 the Province of British Columbia and no other jurisdiction;
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia; and
6. To consent to having photos or videos taken of me while participating in Sliding Activities and to the publication of the photos or videos by the Operators for advertising, marketing and promotional purposes.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND 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.

Date (mm/dd/yyyy):
Signature of Participant
Signature of Parent/Guardian if Participant is under 19 years

Signature of Witness
Print name of Witness