

NONSTOP ADVENTURE LIMITED

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.

READ CAREFULLY!!

Initial here to indicate you understand this statement

Empty box for signature/initials

TO: NONSTOP ADVENTURE LIMITED; including all of their principals, servants, agents, contractors, directors, officers, instructors, guides, independent contractors, subcontractors, representatives, suppliers, volunteers, employees, successors and assigns (herein referred to as the "Releasee").

Form with fields: Name (last, first, middle), Date of Birth, Address (Street), City, Province/State, Code, Country, email.

"Activities" shall include any and all activities organized, facilitated, arranged, undertaken or otherwise provided by the Releasee, including, without limiting the generality of the foregoing: skiing; snowboarding; snowshoeing; cross-country skiing; tele-mark skiing; mono-boarding; ice skating; avalanche safety training; outdoor or non-resort skiing; ski-touring; snowboard or tele-mark touring; races or competitions of any type; educational or training courses on any subject or topic; fitness classes; yoga classes; dog sledding; any and all climbing, hiking or mountaineering activities, whether indoor or outdoor; helicopters; helicopter tours; snowmobiling; any type of transportation, whether motorized or non-motorized; all-season and weather camping or outdoor overnights, any and all social or leisure activities whether or not alcohol is served; and ANY SUCH FURTHER AND OTHER ACTIVITIES ORGANIZED, FACILITATED, ARRANGED, UNDERTAKEN OR OTHERWISE PROVIDED BY THE RELEASEE.

UNDERSTANDING AND ACKNOWLEDGMENT OF RISKS: I understand and acknowledge that the Activities involve many risks, dangers, and hazards. The alpine terrain used and accessed during the Activities can be uncontrolled, unmarked and involves many risks including but not limited to boarding, riding, and disembarking ski lifts, snow cats, helicopters and snowmobiles, changing weather conditions; avalanches; animal attack; exposed or hidden rock, earth, ice, and other natural objects; trees, tree wells, stumps, forest dead fall, holes and depressions and the conditions of snow or ice on or below the snow surface; snow cornices, cliffs; variable and difficult snow conditions; changes or variations in the surface or subsurface, including changes due to man-made snow structures such as cat roads, changes or variations in the terrain which may create blind spots or areas of reduced visibility, crevasses; snow cat roads; traverses; fences and other artificial structures; streams, creeks and concealed weakness and/or holes in the snow pack above streams or creeks; snow cat roads or cut banks, impact or collision with others, fences, lift towers, snow making equipment, snow grooming equipment, snow cats, snowmobiles and/or other vehicles; weather and exposure-related injury and/or death; the failure to engage in the Activities safely or within one's ability or within designated areas, lapses in my own attention, acts or omissions of other clients of the Releasee, acts or omissions and what may be considered to be negligence by the Releasee including but not limited to the failure on the part of the Releasee to warn, safeguard or protect me from the risks, dangers, and hazards of the Activities. I am also aware that the risks, dangers and hazards referred to above exist throughout the areas of the Activities and that many are unmarked. Participants may become lost or separated from their party or guide. Communication in alpine terrain is difficult and in the event of an accident, rescue and medical treatment may be unavailable for unknown lengths of time due to alpine weather conditions which may be extreme and can change rapidly and without warning, making travel by snow cat, helicopter, or other means, dangerous or impossible. I am further aware that there are many other risks, dangers and hazards involved in all aspects of the Activities which are too numerous to be listed in their entirety and despite that fact, I accept and acknowledge any and all risks associated with the Activities.

STATEMENT OF PHYSICAL AND MENTAL FITNESS, INSURANCE: I am in sound physical and mental condition and am able to take part in the Activities, and can make informed, objective decisions. I am completely and adequately covered by appropriate personal insurance coverage which may include health, life, loss of property, loss of income, and liability insurance and if not covered I can and will personally pay for all such costs which I may incur.

AGREEMENT TO CARE FOR MINORS: I agree that I am solely responsible for the care and supervision of the minor child (the "Minor") whose date of birth is _____, and that I will indemnify and hold harmless the Releasee from any liability for harm suffered by the Minor while engaging in the Activities.

INITIAL or N/A

ACCEPTANCE AND ASSUMPTION OF RISK: I am aware of the risks, dangers and hazards of the Activities and totally accept all risks and responsibility for damages which I incur, including those listed above as well as those associated with the activities set out above but not foreseeable which may result in damages to myself, my property, or others or their property, including injury and death.

ACCEPTANCE OF PERSONAL RESPONSIBILITY: If I do not completely understand the use of any equipment or the application of any technique or in the completion of any procedure that I am about to engage in or if I do not have sufficient knowledge of the hazards in the location where I will be engaging therein while a client of the Releasee, I acknowledge that it is solely my responsibility to obtain such information and the Releasee are not under any obligation to assist me in this regard.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the services provided to me by the Releasee and because of my acknowledgment and acceptance of personal responsibility, and acceptance and assumption of risk, I acknowledge and agree that the Releasee are relying upon all of the statements I have made above, and I further agree as follows:

1. I WAIVE ANY AND ALL CLAIMS that I have or in the future may have against the Releasee AND I RELEASE THE RELEASEE from any and all liability for any loss, damage, expense, pain and suffering, or injury including death which I or my next of kin may suffer which arise from, directly or indirectly, or are in any way connected with (i) my use of or my presence on the facilities of the Releasee, (ii) my participation in activities, including but not limited to the Activities, whether arranged in whole or in part by the Releasee, 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 OCCUPIER'S LIABILITY ACT (British Columbia) INCLUDING THE FAILURE OF THE RELEASEE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE ACTIVITIES.

- 2. I hold harmless and indemnify the Releasee from all liability, including but not limited to damages, whether actual or punitive, and lawyer's fees, and any other costs incurred in connection with claims of bodily injury, death, or damage or loss of property which I may cause to any individual or party in the course of my participation in any activity, for any reason.
3. I agree, promise, and covenant not to sue, or assert any claim against the Releasee for the injury, disease, illness, death, or damage to myself and my property arising from or in any way connected with my participation in any activity arranged in whole or in part by the Releasee or from any claim asserted against me by others.
4. This agreement shall be effective and binding upon me, my estate, my legal representatives, and my next of kin as the case may be, for any and all injury, disease, illness, death, and damage.
5. 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 law of British Columbia and no other jurisdiction.
6. Any litigation involving parties to this agreement shall be brought solely within British Columbia and shall be in the exclusive jurisdiction of the courts of British Columbia.

Acknowledgment and Acceptance of the Effect of this Agreement: I have read and understand this Agreement and accept that by signing this document I have given up certain legal rights which I or my Heirs, next of kin, executors, administrators, and representatives may have against the Releasee. In entering into this agreement I am not relying upon any oral or written representations or statements made by the Releasee other than those set forth in writing in this Agreement.

SIGNED, SEALED AND DELIVERED THIS _____ DAY OF _____, 20_____.

Form with fields: SIGNATURE (Participant), PRINT NAME CLEARLY, SIGNATURE (Parent or Guardian), WITNESS SIGNATURE, WITNESS NAME.

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALLED, DATED, SIGNED, AND WITNESSED PRIOR TO ENGAGING IN ANY ACTIVITIES.