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

BY SIGNING THIS AGREEMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

PLEASE READ CAREFULLY!

Initial	Initial	Initial	Initial	Initial	Initial

To: Ski Crabbe Mountain (2015) Inc. and its affiliated companies and subsidiaries (herein referred to as the "SKI AREA OPERATOR")

In this Agreement, the term "**mountain sports**" shall include all activities, services and use of facilities in any way related to Ski Crabbe Mountain (2015) Inc. for which I partake in including, but not limited to: all nordic and alpine skiing, snowboarding, snowtubing, snowblading, hiking, skating, snowshoeing and mountain biking.

ASSUMPTION OF RISKS

I am aware that mountain sports involve many inherent risks, dangers, and hazards, including but not limited to boarding, riding and disembarking ski lifts; failure of ski lifts; changing weather conditions; variation or steepness in terrain; exposed rocks, earth, ice, trees or other natural objects; the condition of snow or ice on or beneath the skiing surface; changes or variations in the skiing surface or subsurface, including changes due to human-made snow; streams and creeks, and exposed holes in the snowpack above streams or creeks; impact with ski lift towers or snow making or snow grooming equipment or other structures or objects used in connection with any mountain sports; impact or collision with other mountain sport participants; the failure to stay within one's own ability and/or designated areas while participating in mountain sports; negligence of other mountain sport participants and **NEGLIGENCE ON THE PART OF THE SKI AREA OPERATOR OR ITS STAFF, INCLUDING THE FAILURE ON THE PART OF THE SKI AREA OPERATOR OR ITS STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE**. I am also aware that risks, dangers and hazards referred to above exist throughout the ski area and that many are unmarked.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN MOUNTAIN SPORTS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the SKI AREA OPERATOR accepting my application for a season pass and permitting my participation in mountain sports, including the use of lifts, trails, terrain parks, race courses and other facilities, (hereinafter referred to as "the facilities") I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the **SKI AREA OPERATOR** and its directors, shareholders, employees, contractors, sub-contractors and all organizations, associations, corporations, sponsors, successors and individuals who provide or make available facilities, premises, or services, for Ski Crabbe Mountain (2015) Inc. and their directors, employees, and contractors (all of whom are hereinafter referred to collectively as **"THE RELEASEES**") and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer during my participation in any mountain sport, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS LIABILITY ACT**, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN SPORT ACTIVITIES referred to above;

2. TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES from all costs, damages or expenses that may be suffered by any child for whom I have signed this form as parent or guardian;

3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my use or presence on the facilities or participation in any mountain sport;

4. 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;

5. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of New Brunswick;

6. That any litigation involving the parties to this Agreement shall be brought within the Province of New Brunswick.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to Ski Crabbe Mountain Limited and all mountain sport activities, other than what is set forth in this Agreement.

It is understood that this agreement shall not apply in respect of injuries resulting from mechanical breakdown or failure of ski lifts, tows or any related equipment.

I HAVE READ AND UNDERSTAND THIS AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS 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.

Full Name *Print Clearly*	**Date of Birth** dd/mm/yy)	**Signature of Passholder** (under 19 parent/legal guardian must sign)	**Current Date** dd/mm/yy)	**Witness**
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