

CKMP SNOWMOBILING WAIVER

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

WARNING: THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY

In consideration of CKMP's (as defined below) acceptance of my application and permitting me to participate in snowmobile activities on lands owned by or under the control of CKMP or the Province (as defined below) or any other lands or locations, the following waiver of all claims, release from all liability, assumption of all risks, agreement not to sue. The other terms of this agreement ("CKMP SNOWMOBILING WAIVER") are entered into by me with and for the benefit of:

Carl Kuster Mountain Park Inc. ("CKMP"), His Majesty the King in Right of the Province of British Columbia (the "Province"), and CKMP's and the Province's shareholders, directors, officers, employees, servants, guides, agents, independent contractors, subcontractors, volunteers, and representatives (collectively, the "Personnel") (collectively, the "Releasees")

In this agreement, "snowmobile activities" shall include all activities, events or services provided, arranged, organized, conducted, sponsored, or authorized by CKMP involving the use or operation of snowmobiles and shall include, but is not limited to, snowmobile tours, demonstrations, and travel; travel to and from the trailhead or marshalling areas; backcountry travel; orientation and instructional courses, seminars and sessions; and other such activities, events and services in any way connected with or related to CKMP.

WAIVER AND RELEASE

I waive any claims that I have, or may in the future have against, and release from all liability and agree not to sue CKMP, the Province and any of the Personnel for any personal injury, death, property damage or other loss that I sustain during or as a result of any snowmobile activities offered by CKMP or carried out on CKMP or the Province's lands due to any cause whatsoever on the part of any one or more of CKMP, the Province, the Personnel or others, including:

- (a) negligence
- (b) breach of any other duty imposed by law or statute, including any duty imposed by occupiers' liability or other legislation.
- (c) breach of any contract, and
- (d) mistakes or errors in judgment of any kind.

ASSUMPTION OF RISKS

I am aware of the risks inherent in snowmobile activities and acknowledge that the risks include:

**AVALANCHES:** I know that avalanches frequently occur in mountainous terrain used for snowmobile activities and that avalanches have caused fatalities involving snowmobiles. If I use a snowmobile or participate in snowmobile activities, I am aware of the increased risk of not surviving an avalanche. I'm aware that the risk of an avalanche is always present during snowmobile activities, that CKMP and the Personnel cannot eliminate this risk, and that avalanche accidents may result from the failure for any reason (including negligence) of CKMP or the Personnel to correctly determine the stability and safety of a slope for snowmobile activities or to predict when and where an avalanche might occur.

**MOUNTAIN TERRAIN:** in addition to avalanches, I am aware that the rugged mountain terrain used for snowmobile activities has many other dangerous obstacles and hazards, including glacier crevasses, rock outcroppings, cornices, cliffs, heavy forested areas with fallen trees and tree stumps, creeks and boulders, as well as man-made hazards such as logging clear cuts, logging roads, road banks and fences that cross snowmobile slopes; I am aware that these hazards maybe hidden by snow. I am also aware that if I become injured or lost in severe winter weather conditions or difficult terrain, there is a risk of delay in being rescued.

**TREE WELLS:** I am aware that deep depressions ("tree wells") in the snow beneath trees on slopes used for snowmobile activities can be a serious hazard to snowmobilers and that several fatalities have occurred when snowmobilers have fallen into tree wells.

**OTHER SNOWMOBILERS:** I am aware that snowmobile activities often involve riding in groups or with partners, and I understand that the risks of colliding with another snowmobiler, becoming separated from other snowmobilers, or getting lost exist.

**WEATHER:** I am aware that weather conditions may be extreme and can change rapidly without warning.

**TRANSPORTATION:** I am aware that snowmobile activities involve transportation to and from trailhead areas, and I am aware of the risk associated with transportation through mountainous areas, including rapidly changing road and highway conditions. I am also aware that CKMP may transport me to the trailhead for snowmobile activities using motor vehicles, vans, or rental vehicles, which may or may not be owned or operated by CKMP, and I am aware of the risks associated with using such vehicles.

ACKNOWLEDGMENT – SAFETY

I assume and accept all the risks and dangers of snowmobile activities and the possibility of personal injury, death, property damage or other loss occurring during snowmobile activities. I acknowledge that although CKMP and the Personnel may take precautions to reduce the risk and increase the safety of snowmobile activities and to determine whether a particular slope is safe from the risk of avalanches or other hazards before snowmobile activities take place on it, it is not possible for CKMP or the Personnel to make snowmobile activities completely safe or to predict with complete assurance whether the terrain on which snowmobile activities are carried out on is safe from the risk of avalanche. I am willing to accept these risks and agree to the terms of this CKMP waiver, notwithstanding any negligence, breach of duty, breach of contract, or other failure, mistake, or error on the part of CKMP or its personnel.

I acknowledge that I am required to wear an approved helmet while participating in snowmobile activities. At any time, a CKMP staff member is available to answer any questions I may have regarding the proper use of equipment. I am aware that the physical exertion required by snowmobile activities and the forces exerted on the body can activate or aggravate pre-existing physical injuries, conditions, or congenital defects. I acknowledge that I should seek medical advice if I know or suspect that my physical condition may be incompatible with snowmobile activities.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **THE RELEASEES** allowing me to participate in snowmobile activities and permitting my use of their property, trails, terrain parks, equipment, and other facilities (the "facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 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 next of kin may suffer as a result of my use of the facilities or my participation in adventure 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, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SNOWMOBILE RELATED ACTIVITIES REFERRED TO ABOVE;**
- TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from all liability for any property damage or personal injury to any third party resulting from my use of the facilities or my participation in snowmobile activities.
- This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives in case of my death or incapacity.
- In signing this CKMP waiver, I am not relying on any oral or visual statements of any kind, including promotional statements made by CKMP in any marketing materials, websites, or social media or by any of the Personnel or the province to induce me to participate in snowmobile activities.
- I confirm that I am 19 years of age or older, that I have had sufficient time to read and understand the terms of this CKMP Snowmobile Waiver before signing it, and that it will be binding upon my heirs, next of kin, executors, administrators, and successors.
- I agree that the CKMP Snowmobile Waiver and the agreements it contains will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the Province of British Columbia. I agree that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation to enforce this agreement shall be brought solely within the Province of British Columbia.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT BEFORE SIGNING IT. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of participant

Print Name

**WAIVER AND RELEASE OF LIABILITY/ AGREEMENT TO INDEMNIFY**

I, ("Releasor"), represent that I am at least 18 years of age and that I possess a valid driver's license. I acknowledge that I am voluntarily requesting to operate, ride on, be a passenger on a model specifically designed by the manufacturer to carry a passenger and/or otherwise participate in the use, testing, and demonstration (the "Activities") of Ski-Doo® snowmobiles (the "Products"). I agree to use all safety equipment legally required when operating the Products and participating in the Activities, including a DOT-approved helmet.

**WARNING: DANGERS OF PARTICIPATION**

I understand that the Activities and use of the Products can be dangerous depending upon how they are used and involve a variety of risks, including, by way of example only and without limitation, tipping over, difficulty in steering, problems with the product's handling characteristics, difficulty stopping the Product, crashing the Product, fatigue, exhaustion, and/or serious physical injury, including brain damage, paralysis, or death. For proper vehicle use, please refer to the Operator's Manual.

**1. Assumption of Risk**

I EXPRESSLY DECLARE AND AGREE TO ASSUME THE ENTIRE RISK OF ANY AND ALL DAMAGES, OCCURRENCES, ACCIDENTS AND PERSONAL INJURY, INCLUDING BUT NOT LIMITED TO DISABILITY OR DEATH, THAT I MAY SUFFER WHILE USING THE PRODUCTS OR PARTICIPATING IN THE ACTIVITIES. I hereby undertake and agree, while using the Product or participating in the Activities, to respect and comply with all applicable laws, rules and regulations governing the Product's use, to comply with directions and/or instructions given, including without limitation the content of the attached safety checklist. I shall be responsible for all fines, penalties, and property damage I may incur or cause to the Products, as well as personal injuries or property damage incurred by others because of my conduct and use of the Products or participation in the Activities.

**2. Rules of Participation and Familiarity with the Attached Safety Checklist**

I have familiarized myself with the rules applicable to the use of the Products and am familiar with the attached Safety List (which is incorporated herein by reference). I agree to follow these rules and safety guidelines and acknowledge that they apply to me in all instances.

**3. No Alcohol or Drug Consumption**

I agree that I will not be under the influence of alcohol, drugs, or anything that could impair my faculties and/or judgment while using the Products or while engaged in the Activities.

**4. Waiver and Release of Liability**

In consideration of the above, I, on behalf of myself, my spouse, heirs, assigns, successors, beneficiaries, executors, attorneys, and all other legal and/or personal representatives, agree to waive, release and covenant not to sue Bombardier Recreational Products Inc., BRP US Inc. and/or their parent, subsidiaries, successors or predecessors in interest, assigns, or any related or affiliated entities, their employees, officers, directors, agents, dealers, representatives, attorneys, insurers, insurance adjusters, insurance agents and brokers (collectively the "Released Parties"), of and from, any and all actions, causes of actions, claims, demands, damages, losses, costs, expenses, compensation, rights, debts, liabilities, obligations, disputed, controversies, and payments of every kind and character, known or unknown, existing or contingent, latent or patent, regarding, arising from, on account of, growing out of, or in any way related to, the Activity, the Product, the conduct of the Released Parties, or my own conduct, whether or not due to my own negligence, acts, or omissions, or the negligence, acts or omissions of other third parties, or the Released Parties, for any and all known and unknown personal injuries, death, disabilities, damages, or intangible damages occurring at the time hereafter.

**5. Specific Release/Waiver of Unknown Claims**

I understand that I may hereafter discover claims, facts, demands, actions, causes of action, liability, losses, damages, costs and/or expenses in addition to or different from those that I now know or believe to be true with respect to the Activity or the Product and the matters discussed herein. Nevertheless, I acknowledge that I intend to waive and release the Released Parties from all such unknown matters and claims fully and completely.

**6. Indemnification**

I hereby agree to indemnify, defend (with counsel satisfactory to BRP) and hold harmless the Released Parties against any and all claims, demands, actions, causes of action, liability, losses, damages, costs, expenses, and reasonable attorneys' fees, which Released Parties may incur in any way related to my conduct, use of the Products, or my participation in the Activities.

**7. Responsibility for Operation by Minor**

It is understood that if I allow anyone other than myself to operate or use the Product, I agree to be fully and completely responsible for its safe use. I ensure that they are at least 18 years old and that they have signed a Waiver and Release of Liability.

**8. No Representations or Warranties by Released Parties**

I hereby acknowledge and agree that no representation or warranty of any kind or nature whatsoever has been given to me regarding the condition of any facilities or equipment. I agree that the Released Parties shall not be liable for any alleged negligence pertaining to the condition of the facilities and/or equipment.

**9. Entire Agreement/Severability**

This Waiver/Release contains the entire agreement between me and the Released Parties, and the terms of this Waiver/Release are contractual. This Waiver/Release may not be modified in any way. If any part of this Waiver/Release is determined to be invalid by law, all other parts of this Waiver/Release shall remain valid and enforceable. This Waiver/Release shall be governed by the laws of the Province of Ontario (without regard to conflict of law provisions).

**10. Damages**

I hereby acknowledge and agree that I am liable for any and all damages that may occur while operating this product. Parts and labour will be assessed and billed to the undersigned party during this waiver/release.

**11. Full Understanding of Release and Waiver/ No Coercion**

I, the undersigned, declare that I have fully read and understood this final and complete Waiver and Release of Liability. I declare that I have not been influenced to any extent in making this release by any representations or statements regarding the Activity, Product, or any other matters made by the Released Parties. I understand that I am waiving substantial rights by signing this document and doing so voluntarily.

Safety checklist	
All operators and passengers must read and understand this safety checklist before riding on a Ski-Doo snowmobile. All operators and passengers must check each box.	
<input type="checkbox"/> Securely attach the tether cord to yourself. Keep it attached at all times.	<input type="checkbox"/> Respect the environment. Respect the minimum age as required by law.
<input type="checkbox"/> Before starting out, verify throttle and brake lever operation. They must operate freely. Also, verify the proper operation of the engine shut-off switch.	<input type="checkbox"/> Never drink alcohol or use drugs before or while operating a snowmobile, even as a passenger. Never ride if you feel tired or sick.
<input type="checkbox"/> Must wear a DOT-approved helmet and appropriate protective clothing. Always operate at a safe speed and be prepared to stop or change course in the event of an emergency.	<input type="checkbox"/> Understand and respect the performance and operational characteristics of the snowmobile. Read the Operator’s Guide, the safety instructions, and the warning labels on the snowmobile. Watch the safety video.
<input type="checkbox"/> Make sure you do not run out of fuel and oil.	<input type="checkbox"/> Never jump and keep a safe distance from others.

READ, UNDERSTOOD AND ACCEPTED BY: \_\_\_\_\_

Eagle Valley Snowmobile Club DAY PASS WARNING:

Please review the following document fully and carefully. The purchase or use of a day pass signifies agreement to Sections I, II, III, and IV. This document is legally binding and affects your rights, including your right to sue or claim compensation.

SNOWMOBILE DAY PASS: In consideration of the purchase or use of the snowmobile day pass with the British Columbia Snowmobile Federation’s (“BCSF”) member club (the “Club” herein) (the BCSF and Club referred to as the “Parties”), the purchaser or bearer of the pass agrees to the following terms and conditions:

- SECTION I: TERMS**
1. This is an application for a day pass with the Club.
  2. The day pass permits access to authorized snowmobile trails, subject to the Club’s terms and conditions and applicable laws, bylaws and regulations;
  3. The Club reserves the right to refuse or revoke any day pass issued at any time;
  4. The Club does not guarantee trail service, quality or lack of hazards;
  5. The day pass is non-transferable and only valid when used by the purchaser or bearer of the pass.

- SECTION II: CONDITIONS**
- I understand that with my day pass purchase, I agree to the following conditions:*
1. All trail signs, applicable laws, bylaws and regulations must be abided by;
  2. Use of alcohol and/or impairing drugs is strictly prohibited on the trails, before use and/ or while using the trails;
  3. Danger or damage to snowmobile trails or property must be immediately reported to the Club;
  4. I understand snowmobiling is inherently risky, and I freely and voluntarily assume all risks, and my use of the trails is entirely at my own risk;
  5. I must carefully read, fully understand and agree to Sections I, II and III.

**SECTION III: RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

I hereby agree to release and discharge and keep their respective heirs, agents, successors and assigns of and from any and all liability, loss, injury, disability, death or damage of and from any and all causes of action, suits, debts, damages, costs, claims and demands of any kind whatsoever (including indemnity claims, costs on a solicitor/ client basis, negligence) against the Parties, the Province of British Columbia, land owners/ occupiers, or any or all of them (the “Releasees” herein), which I have, or which I hereafter may have, for, or because of, or arising out of any accident, loss, injury, disability, death or damage occurring during my use of a snowmobile trail.

I understand snowmobiling risks include, but are not limited to: injuries: possibility of permanent disability, death and injury; natural hazards: changes in surfaces, ice, bare spots, rocks, stumps, debris, etc.; man-made hazards: fences, posts, snowmaking/ grooming equipment, train tracks, roads, snowmobiles, persons, etc.; extreme, unpredictable weather; Ice, potentially over water bodies; Equipment malfunction; Negligence: the Club’s negligence and/or negligence of others, including employees, agents, independent contractors or representatives of the Club, which includes failure to take steps to prevent risks and hazards;

Animals (wild or domestic); Accidents or illness in remote places without medical facilities; Lack of cellular and emergency services; Avalanches; Rockslides; Poor visibility; COVID-19 Exposure and Infection; Visibility changes. \*This description is non-exhaustive, and unknown or unanticipated risks may result in injury, illness, or death.

- In consideration of my day pass permit, I declare that:**
1. As a day pass user, I am unfamiliar with the trails, which may subject me to greater risk;
  2. I am not relying on oral or written representations or statements made by the Releasees other than what is included in this document;
  3. I forever waive my right to any action against the Releasees from any claim of injury, death, damage or negligence;
  4. I have had sufficient time to read and understand this document and receive legal advice, or have voluntarily waived my right to do so;
  5. I knowingly and voluntarily agree to be bound by all terms and conditions in Sections I, II and III;
  6. If any portion of this document is held void or unenforceable, the remaining portion remains in full force and effect;
  7. Any litigation involving the Releasees must be brought within the Province of British Columbia;
  8. Despite the risks associated with snowmobiling, I wish to proceed, and I knowingly and voluntarily assume all risks, dangers, and hazards.

- SECTION IV: COMMUNICATION**
1. I hereby consent to information collection and communication about BCSF products, services, news, updates, promotions, etc., to the extent authorized under the Personal Information Protection Act.
  2. I hereby consent to information collection for the BCSF management to perform internal research.
  3. I hereby consent to information collection to ensure consistency between the records of the Parties.
  4. I hereby consent to BCSF disclosing my personal information to third parties providing a benefit, such as SnoRiders Magazine, American Income Life and future program providers.

**REMINDER:** Purchase or use of a day pass denotes agreement to Sections I, II, III and IV. This document is legally binding and affects your rights, including your right to sue or claim compensation.

SIGNATURE: \_\_\_\_\_