

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

(hereinafter referred to as the "Release Agreement")

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

PLEASE READ CAREFULLY!

INITIAL-1	INITIAL-2	INITIAL-3	INITIAL-4	INITIAL-5	INITIAL-6
INITIAL-7	INITIAL-8	INITIAL-9	INITIAL-10	INITIAL-11	INITIAL-12

TO: White Mountain Tours Ltd. known as "White Mountain Adventures" and His Majesty the King in Right of the Province of Alberta and His Majesty the King in Right of the Province of British Columbia and His Majesty the King in Right of Canada Represented by Parks Canada and Fortress Mountain Holdings Ltd and Sunshine Village Corporation (hereinafter referred as the "Releasees") and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, other guests, successors and assigns.

ASSUMPTION OF RISKS

In consideration of "White Mountain Adventures" accepting my application for and my being permitted to go on any walking, hiking, heli-hiking, backpacking, camping, snowshoeing, cross-country skiing, cycling trips, any games and activities associated with team building events, boarding, riding and disembarking snowcats and other transport vehicles on lands owned by the Province or elsewhere, I agree to this release of claims, waiver of liability and assumption of risks (collectively, "This agreement").

I am aware that walking, hiking, heli-hiking, backpacking, camping, snowshoeing, cross-country skiing, cycling and any games and activities associated with team building events, boarding, riding and disembarking snowcats and other transport vehicles have the usual dangers and risks inherent in outdoor activities, some of which are:

1) hypothermia, sunburn, windburn; due to varying weather conditions

2) personal injury such as, cuts and scrapes, broken bones, pulled muscles and tendons, and sprains; due to natural hazards and terrain variations enroute.

I accept all the inherent risks of the above activities and the possibility of personal injury, death, property damage or loss resulting therefrom.

In entering into this Agreement I am not relying on any oral, written, or visual representations or statements made by Releasees including those in its brochures, to induce me to go walking, hiking, heli-hiking, backpacking, camping, snowshoeing, cross-country skiing, cycling, any games and activities associated with team building events, boarding, riding and disembarking snowcats and other transport vehicles.

I confirm that I am of the full age of eighteen years and that I have read and understand the Agreement prior to signing it and agree that this Agreement will be binding upon my heirs, next of kin, executors, administrators and successors.

I agree that this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the Province of Alberta and the Province of British Columbia.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for "White Mountain Adventures" and permitting my use of the resort, snow cats, ski runs, trails, ski lifts, warming area and other ski area facilities (hereinafter "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 or my presence on the 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 ANY APPLICABLE OCCUPIERS' LIABILITY LEGISLATION ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE 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;**

1. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the facilities;
2. 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;
3. 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 Alberta and the Province of British Columbia and no other jurisdiction; and
4. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Alberta, and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta and the Courts of Province of British Columbia.
 - In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with the respect to the safety of skiing or snowboarding other than what is set forth in this Release Agreement.

I HAVE READ AND UNDERSTAND THIS RELEASE 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.

Name (<i>print clearly</i>)	Signature	Current Date	Witness White Mountain Adventures
1 _____	_____	_____	_____
2 _____	_____	_____	_____
3 _____	_____	_____	_____
4 _____	_____	_____	_____
5 _____	_____	_____	_____
6 _____	_____	_____	_____
7 _____	_____	_____	_____
8 _____	_____	_____	_____
9 _____	_____	_____	_____
10 _____	_____	_____	_____
11 _____	_____	_____	_____
12 _____	_____	_____	_____