

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
(hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,  
INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR  
BREACH OF THE OCCUPIERS LIABILITY ACT OR  
CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

*This Release Shall Apply to all Future Participation in Special Events this season*

Initial

**TO: RMR Acquisition Corp., Red Resort Limited Partnership, Leroi Acquisition Corp., Red Property Management Ltd., Red Mountain Ventures Limited Partnership** and their respective directors, officers, employees, agents, independent contractors, subcontractors, sponsors, successors, assigns, representatives, affiliates, subsidiaries and all event organizers, officials, volunteers, participants, sponsors, promoters and advertisers (all of whom are hereinafter referred to as "**the Releasees**").

<b>Name</b>	Last	First	<b>Date of Birth</b> (dd/mm/yyyy)
<b>Address</b>	Street		
	City	Prov/State/Territory	Code/Zip
<b>Telephone/Mobile</b>	<b>Email</b>		

**List Children under 16**

1. Name	Age
2. Name	Age

3. Name	Age
4. Name	Age

**DEFINITION**

In this Release Agreement the term "**Special Events**" shall include all activities, events and services provided, arranged, organized, conducted, promoted or sponsored by the Releasees including but not limited to: trail running, 5K Race, 10K Race, 25K Race and other running races and series; Broken Goat trail races; ultra-races; competitions; demonstrations; orientation and instructional courses and sessions; use of trails, race courses and facilities; and all other related activities, events and services.

**ASSUMPTION OF RISKS**

I am aware that participating in Special Events involves many inherent risks, dangers and hazards including, but not limited to: slips, trips, falls and loss of balance; miscellaneous health problems related to over-exposure to the sun, insect bites, fatigue, stress, hypothermia, dehydration, over-exertion and lack of fitness; injuries including lacerations, bruises, strains, soft tissue injuries, dislocations, fractures and head injuries including concussion; variation in terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, loose gravel, holes, depressions, streams and creeks, constructed features such as bridges and ramps; equipment failure; encounters with domestic or wild animals including dogs and bears; impact of collision with structures, vehicles, equipment or other persons; failure to act safely or within one's own ability or stay within designated areas; negligent first aid; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES**.

**I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATION IN SPECIAL EVENTS.**

**I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SPECIAL EVENTS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM**

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

In consideration of the Releasees allowing me to participate in Special Events and permitting my use of their ski lifts, ski runs, trails, race courses and other facilities (hereinafter the "premises"), I hereby agree as follows:

1. **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 participation in Special Events or my use of or presence on the premises **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 OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SPECIAL EVENTS;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Special Events, use of or presence on the premises, or travel beyond the ski area boundary;
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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

**IMAGE RELEASE** - I consent to the publication and distribution of photographs or videos taken of me (and any minor children listed on page 1) by the Releasees during my participation in Special Events for promotional and marketing purposes and I agree not to claim any compensation for use, publication or distribution of the photographs and videos.

In entering into this Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Release Agreement.

**I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES**

Date (dd/mm/yyyy): \_\_\_\_\_

Full Name of Participant (print clearly)	Signature of Participant (Parent or Guardian if participant is under age 19)
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
<b>Print name of witness:</b>	<b>Signature of witness:</b>