

SELKIRK SKI AND BIKE BACKCOUNTRY EQUIPMENT RENTAL

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

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

PLEASE READ CAREFULLY!

Initial

TO: PARRY MANAGEMENT LTD. doing business as SELKIRK SKI AND BIKE AND SELKIRK SPORTS and its directors, officers, employees, technicians, agents, independent contractors, subcontractors, representatives, equipment manufacturers, equipment distributors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN AND BACKCOUNTRY TRAVEL

I am aware that backcountry travel involves risks, dangers and hazards in addition to those normally associated with skiing and snowboarding within the ski area boundaries. Avalanches occur frequently in the backcountry and may be caused by natural forces or by persons travelling through the terrain.

The backcountry terrain is uncontrolled, unmarked, not inspected and involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: ice and snow cornices; trees, tree wells, and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; crevasses; snow immersion; slips, trips and falls; impact or collision with other persons; negligence of members of your party or other persons.

I understand that those choosing to venture into the backcountry do so entirely at their own risk and should be trained and properly equipped for self rescue as mountain rescue may not be available.

NOTICE TO SNOWBOARDERS, SNOWSHOERS AND TELEMAR SKIERS - INCREASED RISK

Unlike alpine ski boot/binding systems, snowboard, snowshoe and some telemark boot/binding systems are not designed or intended to release and will not release under normal circumstances, thus increasing the risk of not surviving an avalanche.

AVALANCHE AIRBAG SYSTEM

The Avalanche Airbag System ("AAS") consists of a backpack integrating an airbag system which is inflated by manually pulling an activation handle or trigger. Once inflated, an AAS may assist in keeping a person caught in an avalanche closer to the surface, thus potentially increasing the chances of survival. The AAS may not always inflate, may not protect the user against trauma during an avalanche and is no guarantee of the safety in the backcountry.

RENTAL AGREEMENT

- I accept full responsibility for the care of the rental equipment ("the Equipment") listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed date.
- I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer questions I may have as to the proper use of the Equipment.

I have made no misrepresentation in regard to my height, weight, age or skier type. (This information is required in order to properly adjust the ski boot/binding settings). I agree that the settings appearing in the visual indicator windows on the bindings correspond with the settings to be recorded on this form.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT AND BACKCOUNTRY TRAVEL

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental of the Equipment, I hereby agree as follows:

- I AGREE 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 damage, expense or injury, including death that I may suffer, or that my next of kin may suffer, resulting from or arising out of any aspect of my use of the Equipment, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY DUTY OF CARE** in respect of the design, manufacture, installation, maintenance, selection, repair or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions or instructions as to the use of the Equipment or the risks, dangers and hazards of backcountry travel.
- 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 the Equipment;
- 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;
- 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 the British Columbia and no other jurisdiction; and
- 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.

I HAVE READ THE LIABILITY RELEASE AGREEMENT ON THE BACK OF THIS FORM. I VOLUNTARILY AGREE TO THE TERMS OF THAT AGREEMENT.

Signature of User
Print name of User
Date

Signature of Renter (if different from User)
Print name of Renter
Signature of Technician

SELKIRK SKI AND BIKE BACKCOUNTRY EQUIPMENT RENTAL

DATE OUT:
DATE RETURN:
PAID:

SELKIRK SKI AND BIKE

TAKEN BY:	DATE
RETURNED BY:	DATE

NAME OF EQUIPMENT USER		
ADDRESS		
CITY	TEL	
AGE	HEIGHT	WEIGHT
SKIER TYPE (CIRCLE ONE)	-I	I
DIN REQUEST	II	III
CREDIT CARD #	III+	
EXPERATION DATE (MM/YY)	INITIAL	

SKI MODEL		
LENGTH		
BINDING MODEL		
SKINS		
BOOT	SIZE	MM
POLES	Y OR N	MODEL
HELMET	SIZE	

AVALANCHE AIRBAG

BAG #			
SHOVEL	Y OR N		
PROBE	Y OR N		
TRANSCEIVER	Y OR N	BATTERY LEVEL %	
CANISTER	Y OR N	PROPER AIR PRESSURE	Y OR N
INSPECTED BY			

COMMENTS & INSTRUCTIONS:

SYSTEM INSPECTIONS

VISUAL INDICATOR SETTINGS

SKIER CODE		DIN		TECHNICIAN	TOE	L	R
					HEEL	L	R

I HAVE READ THE LIABILITY RELEASE AGREEMENT ON THE BACK OF THIS FORM. I VOLUNTARILY AGREE TO THE TERMS OF THAT AGREEMENT.	
CUSTOMER'S INITIALS	INITIALS OF CUSTOMER, CUSTOMERS PARENT, LEGAL GUARDIAN OR AGENT (CIRCLE ONE)