

**APEX MOUNTAIN RESORT SEASON PASS**

**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 FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF  
THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

*This Release Agreement shall apply to all subsequent pass & card renewals.*

1. INITIAL	2. INITIAL	3. INITIAL	4. INITIAL	5. INITIAL
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**TO: APEX MOUNTAIN RESORT 1997 LTD.** and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

**ASSUMPTION OF RISKS**

I am aware that skiing, snowboarding and participating in snow school lessons, clinics and sessions involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; avalanches; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest deadfall; the condition of snow or ice on or beneath the surface; variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; encounters with domestic and wild animals including dogs and bears; collision with other persons; loss of balance or control; slips, trips and falls; accidents during snow school lessons; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; 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 REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist throughout and beyond the ski area and that many hazards are unmarked. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

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

In consideration of the Releasees accepting my application for a Season Pass and permitting my use of the lifts, ski runs, trails, terrain parks, race courses, restaurants, day lodge, parking, access roads and other ski area 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 use of or my presence on the premises or travel beyond the ski area boundary **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.** I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any damage to the property of or personal injury to any third party, resulting from my 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.

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

The pass issued to the Passholder is the property of Apex Mountain Resort, is not transferable, not for resale and is revocable for misconduct or breach of the Alpine Responsibility Code.

**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.**

Passholder's Name (print clearly)	Passholder's Date of Birth (mm/dd/yy)	Signature of Passholder (Parent or Guardian if passholder is under age 19)	Current Date (mm/dd/yy)	Witness
1 _____	_____	_____	_____	_____
2 _____	_____	_____	_____	_____
3 _____	_____	_____	_____	_____
4 _____	_____	_____	_____	_____
5 _____	_____	_____	_____	_____



## Season Pass Terms and Conditions

As a season Pass Holder at Apex Mountain Resort, I understand and hereby agree to the Season Pass Terms and Conditions as follows:

1. All Season Pass sales are subject to the Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (the "Release Agreement") on the reverse side of this paper. Please read the Release Agreement carefully. By signing the Release Agreement you will waive or give up certain legal rights, including the right to sue or claim compensation following an accident.
2. All persons are required to be familiar and obey the Alpine Responsibility Code, all signs and other notices posted within the Ski Area facilities.
3. If you feel sick or are experiencing any signs of Covid-19 please stay home and do not put anyone at risk.
4. My Season Pass, once issued, may be suspended or revoked at the sole discretion of Apex Mountain Resort Management. **My season pass must be available for inspection at all times.** The privileges and services this pass grants may be revoked in the event of misconduct, unwillingness to have my pass available for inspection, entering in to closed areas, including avalanche closures, unauthorized building of jumps or failure to observe the Alpine Responsibility Code. Apex Mountain Resort has the right to refuse admission to any of its service facilities.
5. If I lose my Season Pass I will be required to pay \$25.00 to get a season pass reprint. If I forget my pass I will be required to pay \$5 for a day ticket to ski that day, which is non-transferable. If I give this ticket to anyone I will be subject to the same penalty laid out in point #6 below.
6. **Season Passes are not transferable, I am responsible for my pass. My season pass is solely for my own use. If someone else is caught using it I will be liable.** The first offense will result in a **two (2) week suspension** of my pass and the person using the pass will be required to purchase a full day ticket **plus a \$100 fine**. Where the fine cannot be collected from the person using the pass, I, the pass holder, will be required to pay the \$100 fine and must do so before the pass is reinstated. If I am caught again I will lose all skiing privileges for the remainder of the season.
7. **This pass is non-refundable** unless I have purchased the Refund Option and I qualify for a refund under the terms of the refund insurance. If I did not opt for the refund option when purchasing my season pass I understand that I have waived my right for a refund or a rollover of my pass. I understand the Refund Option does not apply to snow conditions or any variables other than those listed in the refund option policy. I understand that the Refund Option is only available for me to purchase at the same time as my Season Pass.
8. I am aware that Apex Mountain Resort strongly recommends that you have the knowledge, skills and correct equipment prior to going into the backcountry. It is strongly recommended that backcountry users visit the administration office in order to complete a trip itinerary prior to their trip and check back in upon their return.
9. If I have rented a locker for the season I understand **Apex Mountain Resort assumes no responsibility or liability for loss, theft, or damage of any kind** with respect to any equipment stored in the locker. This agreement is binding to all persons who have equipment stored in therein. The agreed term of rental is for the ski season only. All equipment and locks must be removed from lockers by the last day of the operating season.
10. I understand that age categories and cut off dates are determined as of December 31<sup>st</sup> of this season. Identification will be required for proof of age, family membership and for University Students, proof of full time enrollment at the time of collection.
11. I understand that there will be no compensation for any damage to clothing and equipment that occurs from the use of the resort.

**I confirm that I have read, understood and agree to the above terms and conditions.**

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| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| 5. _____ | 6. _____ |