

THE DIVIDE 200
ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS,
AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY

In consideration of allowing me to participate in The Divide 200 trail race in the province of Alberta, including any pre- or post-event activities (the "Event"), I, for myself, my personal representatives, assigns, heirs and next of kin:

1. FULLY UNDERSTAND that this is an extreme race Event that involves risks and dangers of serious personal injury, including permanent disability, paralysis and death, as well as property loss, economic loss and risk of other losses. These risks and dangers may be caused by my own actions or inactions, hazardous terrain conditions, extreme weather conditions, running at night, wildlife, lack of water or food, actions or inactions of other participants, volunteers, collisions with vehicles, the negligence or gross negligence of the Releasees named below or any other cause whatsoever. I FULLY ACCEPT AND ASSUME all such risks and dangers and accept and assume responsibility for all losses, costs and damages which I incur or suffer as a result of my participation in the Event.

2. ACKNOWLEDGE, AGREE AND REPRESENT THAT:

- (a) I have satisfied myself, and believe, that I am physically, emotionally and mentally able and fit to participate in this Event, and that my equipment, if applicable, is appropriate for use in this Event;
- (b) I understand that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with me; and
- (c) I will immediately remove myself from participation in the Event, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my equipment, or exceeded my comfort level, for continued participation in the Event.

3. RELEASE, DISCHARGE, AGREE NOT TO SUE AND AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS Sinister Sports Inc., Canadian Adventure Racing Association, Municipality of Crowsnest Pass, the MD of Pincher Creek, McGillivray Land Development Corporation, Benga Mining Limited, Castle Mountain Resort, Province of Alberta, any sponsors, advertisers, officials, volunteers, organizers or other persons assisting with the Event, any food or beverage caterer, third party vendors or any physician or other medical service provider providing assistance or aide at the Event, and each of their respective affiliates, successors, directors, officers, employees, volunteers, agents and representatives (all of whom are collectively referred to as the "Releasees") from all liability, claims, demands, losses or damages on my account caused or alleged to be caused for any reason whatsoever, including without limitation, in whole or in part by the negligence of any or all of the Releasees or otherwise, including negligent rescue operations, and I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity agreement, I or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, legal fees, loss, liability, damage or cost which any and all of them may incur as a result of such claim.

4. I consent to receive medical treatment, which may be advisable in the event of injury or illness suffered by me during the Event, and I agree to pay for the costs of any such medical treatment.

5. I consent to Sinister Sports Inc. using or authorizing others to use any photographs, motion pictures or any other record of my participating in the Event, without remuneration, for any purpose including without limitation, commercial use. I also consent to my name, age, sex and race result being published on the Event website.

6. This Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement shall be interpreted and governed by the laws of the Province of Alberta and the laws of Canada applicable therein. I agree

to irrevocably submit to the exclusive jurisdiction of the Courts of the Province of Alberta with respect to any dispute arising under, or pertaining to, this Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement.

I HAVE READ AND UNDERSTAND THIS ASSUMPTION OF RISKS, RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY PERSONAL REPRESENTATIVES, HEIRS, NEXT OF KIN, AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT this _____ day of _____ (month), _____ (year) at _____ (town).

Emergency Contact Phone #: _____

Signature of Participant

Signature of Witness Printed

Printed Name of Participant

Printed Name of Witness

Parent or Guardian (required where participant is under the age of 18 years):

I am the minor's parent and/or legal guardian and understand the nature of the Event, and the minor's experience and capabilities, and believe the minor to be physically, emotionally and mentally able to participate in the Event. I hereby release, discharge, agree not to sue and agree to indemnify, save and hold harmless each of the Releasees from all liability, claims, demands, losses or damages on the minor's account caused or alleged to be caused for any reason whatsoever, including without limitation, in whole or in part by the negligence of the Releasees or otherwise, and further agree that if, despite this Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement, the minor, or anyone on the minor's behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, legal fees, loss, liability, damage or cost which any and all of them may incur as the result of any such claim.

Signature – Parent/Guardian

Witness

Print Name and Relationship to Minor

Print Name

Date

Date

**The personal information collected by Sinister Sports Inc. will be used and disclosed only for the purposes of organizing and running the Event, unless you otherwise consent or the collection, use or disclosure of personal information is permitted under the *Personal Information Protection Act* (Alberta), as amended.

**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!

Initial

NAME	Last		First		Middle Initial
	ADDRESS				
	Street			Apt #	
	City		Province	Postal Code	
	Telephone		Email:		
BIRTHDATE	Year	Month	Day	Age	Male/Female

TO: CASTLE MOUNTAIN RESORT INC. and its directors, officers, employees, instructors, guides, agents, representatives, volunteers, independent contractors, subcontractors, successors and assigns and all event organizers, course workers, officials, participants, sponsors, promoters and advertisers (hereinafter collectively referred to as the "Releasees")

DEFINITION

In this Release Agreement the term "**Special Events**" shall include all activities organized, conducted, promoted or sponsored by the Releasees and shall include, but not limited to, races, competitions, demonstrations and other such events or activities.

ASSUMPTION OF RISKS

I am aware that skiing, snowboarding and participating in Special Events involve many inherent risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; avalanches; exposed rock, earth, ice, or other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of snow or ice on or beneath the snow surface; changes or variation in the terrain used for skiing, snowboarding and Special Events which may create blind spots or areas of reduced visibility; changes or variations in the snow surface or subsurface, including changes due to man-made or artificial snow; variable and difficult snow conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; impact or collision with lift structures, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles and other vehicles, equipment, structures, or objects or equipment used in connection with skiing, snowboarding and Special Events; snowcat roads, road-banks or cut-banks; snow immersion; fatigue, stress, dehydration, exertion, high altitude and lack of fitness; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; loss of balance; slips, trips and falls; impact or collision with other skiers, racers, spectators, participants, competitors or course officials; failure to ski or snowboard safely or within one's own ability or within designated areas; negligence of other skiers, snowboarders, racers, spectators, participants, competitors or course officials; negligent first aid; 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 OF PARTICIPATING IN SPECIAL EVENTS.**

I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for skiing, snowboarding and Special Events and that many are unmarked. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

HELMETS - I acknowledge that Helmets are mandatory during participation in Winter Special Events. I understand that a helmet designed for recreational snow sports may reduce the risk of some types of head injuries. I recognise that serious head injury can occur even when a helmet is worn.

COMPETITIONS

I acknowledge that the risks, dangers and hazards of skiing and snowboarding are increased during races, competitions and contests, due to the competitive nature of the activity and the fact that there will be other participants on the course. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

Initial - Participant	Initial - Parent or Guardian If Participant is under age 18

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

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in Special Events as a competitor, course worker, official, volunteer, event organizer, guest or member of the media, and permitting my use of their services, equipment, ski lifts, ski runs, trails, terrain parks, 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, use of or 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, RSA 2000, c O-4, 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 damage to the property of 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 Alberta and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta.

IMAGE RELEASE

I consent to the publication and distribution of photographs or videos taken of me 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 on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Special Events, other than what is set forth in this Release Agreement.

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

Signature of Witness
Please print name of witness clearly

Signature of Participant
Please print name of participant clearly

Date	Day	Month	Year

Signature of Parent or Guardian if participant under 18 years of age
Please print name of Parent or Guardian clearly