

**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 CERTAIN LEGAL RIGHTS, INCLUDING
THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Initial

Name	Last	First	Initial	Telephone
Address	Street		City	Prov/State - Country
	Postal / Zip Code	Email	Birthdate YYYY / MM / DD	
Emergency Contact	Name			Telephone

I, _____ (the "**Racer**"), consent to this waiver, on the ____ day of _____, 20__ this RELEASE AND WAIVER OF LIABILITY (the "**Release Agreement**"), in favour of LFG Racing Society ("**LFG**"), Valemount Area Recreation Development Association, Golden Snowmobile Club, and all related or associated companies and their respective owners, directors, officers, employees, volunteers, agents, representatives, instructors, guides, contractors, subcontractors, track operators, sponsors, advertisers, vehicle owners and other participants, rescue personnel, event inspectors, underwriters, consultants and others who give recommendations, directions or instructions or engage in risk evaluation and loss control activities, and their successors and assigns (hereinafter collectively referred to as the "**Releasees**").

In this Release, the term "**Snowmobile Race**" shall include, but is not limited to: the use and operation of snowmobiles on and off groomed trail networks, the use of staging and mechanical/maintenance areas, race-style training and events, competitions (both individually timed and group race contests), demonstrations, public and private gatherings, recreational camping facilities, spectator areas, group social rides, club infrastructure transportation to/from the race's starting location, educational, orientation and instructional courses/demonstrations, and all other related activities, services, events, and use of facilities, equipment, and/or terrain either provided by, made available by, or arranged by the Releasees.

ACKNOWLEDGEMENT-SAFETY

THE USE OF APPROVED SAFETY EQUIPMENT IS MANDATORY

I have inspected the Snowmobile Race environment and have determined that I have both the skills and equipment necessary to participate in Snowmobile Race.

I acknowledge that I have been advised I must, and I will, wear the appropriate snow and Snowmobile Race safety or protective equipment while participating in Snowmobile Race, including an approved helmet and other protective gear. Using proper safety equipment may be mandatory under applicable governmental law, and I am aware that Snowmobile Race is subject to applicable government legislation and regulations.

I acknowledge that my snowmobile must be registered and insured in the jurisdiction in which I reside.

I acknowledge that my snowmobile may be subject to inspection by LFG personnel before I am permitted to use the Snowmobile Race facilities. I further acknowledge that I am solely responsible for the mechanical condition of my snowmobile and any inspection by LFG personnel in no way guarantees that it is mechanically sound or safe to operate in the Snowmobile Race environment.

I am aware that the physical exertion required by Snowmobile Race and forces exerted on the body can activate or aggravate pre-existing injuries, conditions, symptoms, or congenital defects. I have been advised to seek medical advice if I know or suspect that my physical condition may be incompatible with Snowmobile Race.

I will immediately remove myself from Snowmobile Race participation if I feel that I have experienced any deterioration in my physical, emotional, or mental fitness, or in my protective equipment, that would impact my continued safe participation in any event.

I agree to not participate in Snowmobile Race while impaired by drugs or alcohol. I acknowledge that "impairment" includes any state where my judgement or physical ability is compromised. I agree that the Releasees reserve the right to deny participation to any individual who, in their sole discretion, appears impaired or may pose a safety risk to themselves or others due to consumption.

If I am not participating in Snowmobile Race, I acknowledge and confirm that I will remain in designated areas at all times.

DESCRIPTION AND ASSUMPTION OF RISKS

There are many potential **RISKS, DANGERS** and **HAZARDS** associated with Snowmobile Race, including the **RISK OF SEVERE INJURY OR DEATH**.

The trails, roads, routes, pathways, and terrain used for Snowmobile Race can be uncontrolled, unmarked, in poor condition, and not inspected, and involve many risks, dangers and hazards. The Releasees make no representations as to whether the trails are safe.

Risks, dangers and hazards associated with Snowmobile Race may include, **but are not limited to:**

Accidents which occur during transportation to and from the location of participation; extreme variation in trail conditions and terrain, from natural or man-made hazards, including bridges, hidden or exposed holes or depressions, rocks, cracks, uneven man-made or natural surfaces, washouts, road banks, cut-banks, fences, trees, stumps, dead-fall and other natural objects; bare spots; ice, snow, water or slippery conditions; avalanches of snow or ice triggered by natural forces, by persons travelling through the area, or other causes; ice and snow cornices; crevasses; suffocation from snow burial; thin ice and cold water immersion; changes or variations in terrain which may create blind spots or areas of limited visibility; falls, trips and crashes; sharp surfaces or blades; impalement by objects; cuts, contusions, and/or broken bones; variable, severe or rapidly changing weather with little or no warning, including storms, high winds and whiteouts; dangerous and unpredictable trail or riding conditions; hypothermia; frostbite; dehydration; loss of balance or control and falls, particularly on steep, slippery, uneven or difficult terrain; errors of judgment; lack of preparation; improperly prepared food or beverages; improperly prepared or adjusted equipment; equipment mechanical failure,

malfunction or loss; fires (including burns and damage to property therefrom); loss or damage to personal property; burns from hot surfaces and exhaust; dangerous buildings (including, but not limited to, snow slides from roofs and icy or slippery surfaces both inside and out); failure to act safely or within one's ability or within a designated area; impact or collision with other snowmobiles, groomers, vehicles, persons, or objects; negligent first aid; encounters with domestic or wild animals; animal bites; negligence of other individuals, becoming lost, going off route or becoming separated from one's group or guide; and infectious and communicable disease, contracted through viruses, bacteria, parasites, and fungi, which may be transmitted through direct or indirect contact or the negligence of other persons.

Communication, including cellular reception, in the areas where Snowmobile Race occurs may not be reliable or available, and it may be difficult or impossible to communicate with the outside from within such areas, and in the event of an accident, rescue and medical treatment may not be readily available or available.

I am aware that participation in Snowmobile Race also **MAY INCLUDE RISKS INCLUDING 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 THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SNOWMOBILE RACE. 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.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the RELEASEES agreeing to my participation in Snowmobile Race, I do hereby freely, voluntarily, and without duress 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 Snowmobile Race, **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 FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SNOWMOBILE RACE INCLUDING THE RISKS REFERRED TO ABOVE.**
2. I agree **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in Snowmobile Race (or resulting from a minor's participation, if I am executing this Release as the parent/guardian on behalf of the said minor participant of Snowmobile Race), as well as any loss of or damage to personal property as a consequence of Snowmobile Race.

3. I agree TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all expenses incurred by the Releasees, including legal fees and/or settlement payments and/or Court or Tribunal awards, as a result of legal or administrative actions brought by myself (or brought on behalf of a minor, if I am executing this Release as the parent/guardian on behalf the said minor participant of Snowmobile Race).
4. Should I (or the minor if I am executing this Release as the parent/guardian on behalf of the said minor participant) require first aid or emergency medical treatment as a result of accident, illness or any medical issue while participating in Snowmobile Race, I consent to such treatment as deemed necessary by the Releasees.
5. Should I (or the minor if I am executing this Release as the parent/guardian on behalf of the said minor participant) require emergency evacuation, rescue, first aid or medical treatment, I agree that I will bear all costs and expenses associated with such emergency evacuation, rescue, first aid or medical treatment, and these costs and expenses will not be covered by the Releasees.
6. I agree TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability on account of any first aid, treatment or services rendered in connection with my participation in Snowmobile Race.
7. I understand that the Releasees do not assume any responsibility for or obligation to provide financial assistance or other assistance, included but not limited to medical, health, disability, or emergency evacuation insurance and snowmobile insurance.
8. I certify that no qualified medical professional has advised me to **not** participate in Snowmobile Race.
9. This Release shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death of incapacity;
10. This Release and any rights, duties and obligations as between the parties to this Release shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction, and any litigation involving the parties to this Release shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

If any portion of this agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring it within the applicable legal requirements to the extent possible.

In entering into this Release, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Snowmobile Race, other than what is set forth in this Release.

PHOTO/VIDEO RELEASE – I understand that during Snowmobile Race I may be photographed or videotaped and I consent to such photographs and/or video taken of me being used for advertising, promotional or marketing purposes.

I confirm that I have read and understand this Agreement and by accepting it and proceeding I am agreeing to abide by these terms. I am aware that through my

agreement I am waiving certain legal rights which I or my heirs, executors, administrators, assigns, and representatives may have against the Releasees.

Dated: _____

Racer's Signature

Parent/Legal Guardian's
Signature
(if required)

Witness' Signature

Racer's Printed Name

Parent/Legal Guardian's
Printed Name
(if required)

Witness' Printed Name