

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-1	INITIAL-2	INITIAL-3	INITIAL-4	INITIAL-5	INITIAL-6
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TO: **Fortress Mountain Holdings Ltd, Kananaskis Powder Cat Skiing "KPOW"**, and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, other guests and skiers, successors and assigns (**hereinafter collectively referred to as the "Releasees"**).

ASSUMPTION OF RISKS

I am aware that skiing and snowboarding involves many risks, dangers, and hazards including, but not limited to: boarding, riding and disembarking snow cats and transport vehicles; slips trips and falls, 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; 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 or wild animals including dogs and bears; collision with other persons; loss of balance or control; failure to act safely or within one's own ability or to stay within designated areas; negligence of other skiers, snowboarders and other persons; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; 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 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 "KPOW" and permitting my use of the resort, snow cats, ski runs, trails, warming area and other ski area facilities (hereinafter "the premises"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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, RSA 2000, c O-4, 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 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.

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.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS 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.

	Name (<i>print clearly</i>)	Date of Birth (<i>dd/mm/yy</i>)	Signature	Current Date (<i>dd/mm/yy</i>)	Witness KPOW Staff
1					
2					
3					
4					
5					
6					

Kananaskis Powder - "KPOW" Guest Agreement Winter 2022 - 2023

Safety is paramount in the conduct of our operations.

Please read the Guest agreement below:

*Guest Agreement must be read, understood, signed by guest, and witnessed by KPOW staff.

This is an agreement of terms between guest and Fortress Mountain Resort / KPOW.

- KPOW staff will endeavor to provide the best day of skiing /riding/snowshoeing possible. Weather, avalanche conditions, snow conditions and group dynamics are beyond our control. In all cases safety will be the objective. KPOW staff decisions and direction will be final on all factors. (Anyone who doesn't follow their leader's directions may be required to resort to foot transportation!!).
- You have made your KPOW leader aware of any health issues you may have.
- Consumption, use of, and anyone impaired by alcohol, drugs, or medication will not be accepted for skiing/riding or snowshoeing. If at any stage after skiing has started you show signs of impairment or are found to be consuming, your skiing day will be over.
- You agree to adhere to all COVID-19 precautions being undertaken and understand that Fortress / KPOW has a zero-tolerance approach towards guests and staff not adhering to these precautions.
- If you become tired, please feel free to sit out a run or as much time as you wish. You may stay and enjoy the ride and views in the snow cat.
- Good manners, "outdoor and skiing etiquette", and adherence to the Alpine Responsibility Code are expected and appreciated.
- KPOW will not be held responsible for loss or damage of any property left in, on, or carried by transport vehicles, snow cat, or in warming area. Staff will help and take all care but take no responsibility.
- Due to the inherent nature of winter weather, skiing will proceed on cold, windy, or poor visibility days.
- In the case of snow cat breakdown or malfunction, a portion of day left may be refunded.
- In some cases, hazardous weather conditions or safety factors may require KPOW to cancel your day, in such a case all efforts to rebook a mutually agreeable date will be made or payments will be fully refunded
- Any actions by guests deemed dangerous or negligent by staff may result in expulsion from the day; in this case no refunds will be given.
- Ambulance, helicopter or medical costs other than ski patrol are the responsibility of the guest.
- KPOW strongly recommends confirmation of personal travel/accident insurance to help guard against the inherent risks of skiing, snowboarding and snowshoeing.

Have Fun Safely, and enjoy the beauty of our mountains!!

Signed this _____ day of _____, 2023

Signature _____ KPOW Guest-1

Signature _____ KPOW Guest-2

Signature _____ KPOW Guest-3

Signature _____ KPOW Guest-4

Signature _____ KPOW Guest-5

Signature _____ KPOW Guest-6

Signature _____ KPOW staff Witness