WHISTLER BLACKCOMB MOUNTAIN BIKING

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!

This Agreement shall apply to all subsequent Bike Park Pass and Card renewals

I have been offered a copy of this Release Agreement and I have been advised to read it carefully.

| Initial - Rider | Initial - parent or guardian if Rider is under age 19 |

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NOTICE TO RIDERS, PARENTS AND GUARDIANS

If you are new to the mountain biking program at Whistler Blackcomb or if you are signing this Release Agreement as the parent or guardian of a younger rider, please take the time to review this document carefully and familiarize yourself with the mountain biking activities at Whistler Blackcomb. Injuries are a common and expected part of mountain biking. Whistler Blackcomb offers introductory mountain biking lessons and beginner mountain biking terrain. More challenging terrain should not be attempted until the rider has the appropriate skill, experience and equipment. Please speak to Guest Services for more information regarding mountain biking at Whistler Blackcomb.
STOP - READ THIS!!!

WHISTLER BLACKCOMB MOUNTAIN BIKE PARKS

Important Information about the Bike Park

- Use of the Bike Park involves the risk of injury. You control the degree of risk you will encounter in using the trails and features in the Bike Park.
- Do not attempt any of the trails or features unless you have sufficient ability and skill to do so safely. Always ride in control and within your ability level.
- Helmets are mandatory in the Bike Park and protective padding is strongly recommended. Full suspension bikes and 24” minimum wheels are recommended.
- The Bike Park is not recommended for first time cyclists, without proper instruction.
- All inexperienced riders under age 13 should have the consent of a parent or guardian to ride in the Bike Park unaccompanied by an adult.
- Downhill riding only. Uphill riding and hiking in the Bike Park is not permitted.
- Beware of changing conditions on trails and features. It is your responsibility to inspect features before using them.
- Stay off access roads. Stop at all road crossings.

YOU ASSUME THE RISK OF ANY INJURY THAT MAY OCCUR WHEN USING THE BIKE PARK. WHISTLER BLACKCOMB MOUNTAIN’S LIABILITY FOR ANY INJURY OR LOSS IS EXCLUDED BY THE TERMS AND CONDITIONS ON YOUR TICKET OR BIKE PARK PASS RELEASE OF LIABILITY

MOUNTAIN BIKE CHECKLIST

The trails of the Whistler Blackcomb Mountain Bike Park are rough and demanding on both the bike and body. Before riding always inspect your equipment or have it checked by a qualified bike mechanic.

1. Ensure your helmet is in good shape and properly adjusted
2. Inspect bike frame for cracks and damaged or dented areas.
3. Ensure you have sufficient brake pad to stop your bike while descending.
4. Front and rear axles (skewers) should be tight.
5. Headset and stem must be secure with no looseness or play.
6. Check that your tires are in good condition, with no tears or cuts in the sidewall.
7. Handle bar and handle grips must be tight and unable to spin. Seat and seat post need to be fastened securely.

MOUNTAIN BIKERS RESPONSIBILITY CODE

1. Stay in control at all times. It is your responsibility to avoid other persons and objects around you.
2. Do not stop where you obstruct a trail or are not visible from above.
3. When entering a trail or starting downhill, you must look uphill and yield to other riders.
4. Please assist if you are involved in or witness a collision or accident and identify yourself to the Bike Patrol.
5. Keep off closed areas and obey all signs and warnings.
7. Stay off lifts and out of the Bike Park if your ability is impaired through the use of drugs or alcohol.
8. You must have sufficient physical dexterity, ability and knowledge to safely ride and unload lifts. If in doubt, ask the attendant.
9. Hiking in the Bike Park is not permitted.
10. Do not feed, provoke or approach wildlife.

KNOW THE CODE – BE SAFETY CONSCIOUS. IT IS YOUR RESPONSIBILITY.

PARK PRIVILEGES REVOKED FOR BREACH OF THE MBR CODE

Initial - Rider

Initial - Parent or Guardian if Rider under age 19
RELEAS 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 
OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY!
This Agreement shall apply to all subsequent Bike Park Pass and Card renewals

TO: Whistler Blackcomb Holdings Inc., Whistler Mountain Resort Limited Partnership, Blackcomb 
Skiing Enterprises Limited Partnership, Whistler Blackcomb Employment Corp., Cranwrox 
Events Inc. and their directors, officers, employees, agents, independent contractors, subcontractors, 
representatives, successors and assigns, and all organizers, officials, workers, volunteers, 
participants, sponsors, promoters and advertisers involved with mountain biking at Whistler Blackcomb 
(all of whom are hereinafter collectively referred to as “THE RELEASEES”).

DEFINITIONS
In this Release Agreement, the term “mountain biking” shall include all activities, events, services or use of 
facilities provided, arranged organized or conducted by the Releasees including but not limited to: cycling; bike 
descents; mountain bike tours; bicycle camps; use of the Whistler Mountain Bike Park and Air Dome; bicycle 
skills training; use of trails and roads; guided mountain biking activities; races; competitions; demonstrations and 
events; orientation and instructional courses and sessions; big air contests; giant slalom, dual slalom, downhill, 
and biker cross events; BMX courses and races; use of mountain boards, mountain scooters, diggers or any 
other type of wheeled self-propelled conveyance; and all other related activities, events or services.

ASSUMPTION OF RISKS
Injuries are a common and expected part of mountain biking. Mountain biking at Whistler Blackcomb takes 
place on steep and rugged terrain and features that are both physically and technically challenging and will 
expose the rider to many risks, dangers and hazards. These include but are not limited to: use of chairlifts and 
gondolas; changing weather conditions; mechanical failure of equipment; falls; loss of balance; high speed 
descents; difficulty or inability to control one’s speed and direction; rapid or uncontrolled acceleration on hills 
and inclines; extreme variation in cycling terrain including steep or slippery sections, trees, roots, tree stumps, 
logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams and creeks; constructed feature such as 
bridges, ramps, ladders, bumps, berms, jumps, and drops; collisions with natural and constructed objects, other 
mountain bikers, vehicles, pedestrians, spectators and officials; encounters with domestic and wild animals 
including dogs and bears; negligence of other riders or users of the premises; 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 THE 
RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.

SAFETY
I have been advised to wear an approved helmet and other protective equipment such as elbow/forearm and 
knee/shin armour when free riding or down-hilling. Use of a helmet is mandatory in the Bike Park. Please refer 
to the ‘Stop – Read This’ sign, Mountain Bikers Responsibility Code and Mountain Bike Checklist for further 
safety information.

COMPETITIONS
I acknowledge that the risks, dangers and hazards of Mountain Biking 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 - Rider  Initial - Parent or Guardian
If Rider under age 19
I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH MOUNTAIN BIKING 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 my participation in mountain biking at Whistler Blackcomb and my use of services, equipment and facilities at Whistler Blackcomb, 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 RELEASEEES AND TO RELEASE THE RELEASEEES 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 Mountain Biking, 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, ON THE PART OF THE RELEASEEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Mountain Biking;

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 the Province of British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Province of British Columbia.

This Agreement shall apply to all subsequent Bike Park Pass and Card renewals.

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 Mountain Biking, other than what is set forth in this Release Agreement.

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

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<th>Signature of Parent or Guardian if Rider under 19</th>
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