# WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

## **READ CAREFULLY**

In consideration of being allowed to participate in the [**Whistler Experience Guide Program**] (“the **Program**”) and all activities within and related to the Program (“**Activities**”) as organized by [**The Fairmont Chateau Whistler**], I agree as follows:

1. I understand and acknowledge that participation in the Activities involves **inherent risks, dangers, and hazards** and that my participation in the Activities **may result in injury or illness that could cause serious and permanent disability or death**. I expressly and voluntarily **assume all risks arising from my participation in the Activities.** I acknowledge that I do not have any **medical, physical or psychological conditions** that would prevent full and safe participation in the Activities, or that would increase the risks associated with participation in the ActivitiesOR **I have consulted with a physician or other health care professional** and he or she has given me permission to participate in the Activities. For my safety and the safety of others, I agree to adhere to any and all rules or directions for the Activities provided to me by Accor, its employees, agents and affiliates.
2. I hereby **release and forever discharge Accor, the landowner** and each of their affiliates, subsidiaries, parents, owners, members, managers, directors, officers, independent contractors and employees (“**Organizing Parties**”) from any and all **liability, claims, causes of action, damages, costs, and expenses (“Claims”)** including, but not limited to**,** personal injury, property damage or wrongful death arising out of my participation in the Activities, whether based in **negligence, contract, strict liability or other bases**, whether such claims are known or unknown to me at the time I sign this Waiver, and **whether caused in whole or in part by the negligent acts or omissions of Accor or by any other Organizing Party** (excepting the gross negligence or willful misconduct of the Organizing Parties). I agree to waive my right to bring any and all such Claims, **including any right to sue the Organizing Parties** and to **defend, indemnify and hold harmless the Organizing Parties** from and against any Claims **arising out of or relating to my participation in the Activities** (excepting the gross negligence or willful misconduct of the Organizing Parties). This waiver and release shall be governed in accordance with the laws of [**British Colombia**], except its conflict of laws provisions, and any dispute in relation hereto will be subject to the exclusive jurisdiction and venue of the courts of [**British Colombia**] located in [**Whistler**].

I CERTIFY THAT I AM OF FULL AGE AND HAVE THE RIGHT TO CONTRACT IN MY OWN NAME AND HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THE ABOVE WAIVER, RELEASE AND INDEMNIFICAITON AGREEMENT. I ACKNOWELDGE THAT I HAVE VOLUNTARILY SIGNED THIS DOCUMENT AND THAT MY SIGNING CONSTITUTES A RELEASE OF VALUABLE RIGHTS.

|  |  |
| --- | --- |
| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Name (Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |