

Participant # :

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**
(hereinafter the "Release Agreement")
For use of the Katal Landing Pad

**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!

You are being provided with two copies of this document. One is for your records and one is for you to complete and return to Katal Innovations Inc.

Signature of Participant

Signature of Parent or Guardian

NOTE: Katal Innovations Inc. will be the sole judge of the participant's freestyle abilities which will be assessed in the terrain park prior to admission into the Landing Pad zone.

Witness Signature (representative of Katal Innovations Inc. only) :

PARTICIPANT

LAST NAME OF PARTICIPANT		FIRST NAME			INITIAL	
DATE OF BIRTH	AGE	WEIGHT	HEIGHT	YEARS SKIING/RIDING	DAYS / SEASON	
STREET/APT						
CITY	PROVINCE/STATE		POSTAL CODE	COUNTRY		
TELEPHONE	EMAIL					

PARENT/GUARDIAN

PRINT NAME	RESIDENCE	
	WORK	
	MOBILE	
PRINT NAME	RESIDENCE	
	WORK	
	MOBILE	

EMERGENCY CONTACT (IF DIFFERENT FROM ABOVE)

PRINT NAME	RESIDENCE	
	WORK	
	MOBILE	

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COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

TO: KATAL INNOVATIONS INC. UNIQUE WORLD USA, THE LAKE LOUISE SKI AREA LTD. AND HER MAJESTY THE QUEEN IN RIGHT OF CANADA, STEPHEN SLEN, AARON CORET, RICK SLEN, EDWARD SHALJYAN AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, INSTRUCTORS, ASSISTANT INSTRUCTORS, COACHES, VOLUNTEERS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (all of whom are hereinafter collectively referred to as the "RELEASEES")

In consideration of **Katal Innovations Inc.** permitting me to use the Katal Landing Pad and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby confirm and agree as follows:

DEFINITION

In this Release Agreement, the term "Katal Landing Pad" shall include all landing pads and ramps as well as related devices and components positioned at or near the landing area of a ski and/or snowboarding jump. The term "ski" and "skiing" shall include traditional skiing, telemark skiing, mono-skiing, snowboarding and other similar activities.

ASSUMPTION OF RISKS

I am aware that the use of the Katal Landing Pad involves various risks, dangers and hazards in addition to those normally associated with skiing and snowboarding. These include but are not limited to: use of the terrain park including halfpipe, quarter pipe, rails, jumps and other features of various shapes and sizes; aerial maneuvers including jumps, spins, rolls, flips, somersaults, turns, backwards take-offs and landings; changing weather conditions; avalanches; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of snow or ice on or beneath the surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility; unmarked objects, obstacles or hazards on or below the skiing and snowboarding surface; changes or variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult snow conditions; changes or variations in the interface between the Katal Landing Pad and surrounding surface or sub-surface; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; 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; collisions with other skiers, snowboarders or other persons; accidents which occur while using the Katal Landing Pad, accidents which occur while participating in activities associated with the Katal Landing Pad; the failure to ski or snowboard safely or within one's own ability or within designated areas; negligence of other skiers, snowboarders, participants or other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE CARE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE Katal Landing Pad.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH USING THE Katal Landing Pad AND I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Print Participant Name:		
	Signature of Participant	Signature of Parent or Guardian

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **Katal Innovations Inc.** permitting me to use the Katal Landing Pad 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 the Katal Landing Pad, 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, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE CARE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF USING THE Katal Landing Pad;

AS THE PARENT OR GUARDIAN of a minor participant I agree to indemnify, defend and hold harmless the RELEASEES from any and all claims made at any time by the said minor with respect to the foregoing liability.

Initial:	Initial:
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- 2. TO HOLD HARMLESS, DEFEND AND INDEMNIFY THE RELEASEES from all liability for any property damage, loss, personal injury or death to any third party resulting from my using the Katal Landing Pad;
- 3. To always wear a helmet, the wearing of which mandatory for all skiing and snowboarding activities and practice on the Katal Landing Pad.
- 4. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, and representatives, in the event of my death or incapacity;
- 5. 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 Alberta and no other jurisdiction; and
- 6. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta and no other jurisdiction.

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 and risks of the Katal Landing Pad, other than what is set forth in this Release Agreement.

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

Signed this _____ day of _____, 2009.

Witness (representative of Katal Innovations Inc. only)
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Print Name of Participant	Signature of Participant
Print Name of Parent or Guardian	Signature of Parent or Guardian

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!**

INITIALS

NAME	Last:		First:	
	Street:		City:	
ADDRESS	Postal Code:		Email:	
			Phone:	

TO: THE LAKE LOUISE SKI AREA LTD.

AND TO: THE SPECIAL EVENT OR RACING ACTIVITY SPONSORS

DEFINITIONS

In this agreement:

- a) the term "Special Event" shall include all skiing, snowboarding or cycling activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Ski Area Operators and shall include, but is not limited to, ski and snowboard camps, competitions, demonstrations, terrain parks, descents, tours, orientational and instructional courses, seminars and sessions, and other such activities, events and services in any way connected with or related to the Ski Area Operators;
- b) the term "Racing Activity" shall include all skiing, snowboarding or cycling activities, races or associated services provided, arranged, organized, conducted, sponsored or authorized by the Ski Area Operators and shall include, but is not limited to, race ski and snowboard camps, gate training, free-skiing, speed trials, competitions, demonstrations, terrain parks, descents, tours, orientation and instructional courses, seminars and sessions, and other such activities, races and associated services in any way connected with or related to the Ski Area Operators;
- c) the term "Special Events or Racing Activity Sponsors" shall include any ski area operators, back-country operators, associations, institutions, corporations and individuals who provide or make available facilities, premises, products or services to the Ski Area Operators, or who is associated with a "Special Event" or "Racing Activity" as an organizer, promoter, sponsor or advertiser; and
- d) the terms "Releases" and the Ski Area Operators shall include Resorts of the Canadian Rockies Inc., Lake Louise Ski Area Ltd. as applicable, together with the "Special Events or Racing Activity Sponsors" and together their respective directors, officers, employees, agents, guides, volunteers, independant contractors, representatives, successors and assigns.

In this agreement, the term "skiing" shall include "race training," "snowboarding," and "telemark skiing".

ASSUMPTION OF RISKS

I am aware that participation in a Special Event or Racing Activity involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; avalanches; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps, forest dead fall; the condition of snow or ice on or beneath the skiing surface; changes or variations in the skiing terrain which may create blind spots or areas of reduced visibility; changes or variations in the skiing surface or sub-surface, 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; snowcat roads, road-banks or cut banks; impact or collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; impact or collision with other skiers; the failure to ski safely or within one's own ability or within designated areas; negligence of other skiers; and **NEGLIGENCE ON THE PART OF THE RELEASEES OR ITS STAFF INCLUDING THE FAILURE ON THE PART OF THE RELEASEES AND ITS STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN A SPECIAL EVENT OR RACING ACTIVITY.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH 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 accepting my application to participate in a Special Event or Racing Activity and permitting my use of their property, ski lifts, ski runs and trails, snowboard and terrain parks, race courses and other facilities (hereinafter referred to as "the skiing facilities"), 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 participation in a Special Event or Racing Activity, 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.A. 1980, C. 0-3, AND OCCUPIERS' LIABILITY ACT, R.S.B.C. 1996, C.337, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SPECIAL EVENTS REFERRED TO ABOVE.**
2. 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 a Special Event or Racing Activity;
3. That this 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 Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta as applicable; and
5. Any litigation involving the parties to this Agreement shall be brought within the Province of Alberta as applicable.
6. Grant The Lake Louise Ski Area Ltd. the right and permission to copy and to use, re-use, publish, or republish, any and all picture and video images taken. Images may be used for sale, reproduction in all media, publication, display, broadcast, and exhibition for promotion, advertising, trade, art, or illustration for unlimited time.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Special Events or the Racing Activity, other than what is set forth in this Agreement.

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

Signed this _____ day of _____, year _____

Witness

Signature of Participant

Print name clearly

Signature of Parent / Guardian (If participant is under 19 years of age)

THE LAKE LOUISE SKI AREA LTD.

**CONSENT OF PARENT OR GUARDIAN AND
ACKNOWLEDGEMENT OF RISK**

Name of child _____

Date of Birth _____

I, the undersigned, as the parent or legal guardian of the minor child (under 18 years of age) named above, having full legal responsibility for the decisions regarding my minor child do hereby give my full consent and approval for my child to participate in the snow activities provided by The Lake Louise Ski Area Ltd.

I understand that the on snow activities my minor child will be involved in are inherently dangerous and may cause serious injuries, including but not limited to, bodily injury, damage to personal property and/or death.

The on snow activities that my minor child may be involved in include but are not limited to:

- | | | |
|----------------|------------------------------------|----------------------|
| Alpine Skiing | Freestyle Skiing | Cross Country Skiing |
| Snowboarding | Boarder Cross | Terrain Park |
| Events | Race Leagues and Club Competitions | |
| Demonstrations | Telemark Skiing | |

I am aware of the risks that my minor child faces in participating in the above-mentioned activities, as well as the additional dangers and risks.

I am aware that skiing and snowboarding involve many risks, dangers and hazards including, but not limited to; boarding, riding and disembarking ski lifts, 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; changes in variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the surface or sub-surface, 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; snowcat roads, road banks or cut backs; collision with lift towers, fences, snowmaking equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; collision with other skiers or snowboarders; the failure to ski safely within one's own ability or within designated areas; negligence of other skiers or snowboarders; and NEGLIGENCE ON THE PART OF THE LAKE LOUISE SKI AREA LTD. OR IT'S STAFF, INCLUDING THE FAILURE ON THE PART OF THE LAKE LOUISE SKI AREA LTD. OR IT'S STAFF TO SAFEGUARD OR PROTECT FROM THE RISKS, DANGERS AND HAZARDS OF SKIING OR SNOWBOARDING. I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and many are unmarked.

I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against **THE LAKE LOUISE SKI AREA LTD.** and its directors, officers, shareholders, employees, agents, representatives, successors and assigns, (all of whom are hereinafter collectively referred to as "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 from either my use of or my presence on the facilities, 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**, R.S.A 1980, c. 0-3, and/or R.S.B.C 1996, C.337 ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING AND SNOWBOARDING, REFERRED TO ABOVE.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the facilities or travel beyond the ski area boundary;

3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity;

4. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta as applicable; and

5. Any litigation involving the parties to this Agreement shall be brought within the Province of Alberta as applicable.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of skiing and snowboarding other than what is set forth in this Agreement.

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

I understand and will instruct my minor child to obey all the rules and regulations, and at all times, the sole responsibility for personal safety remains with my minor child.

I have satisfied myself and believe that my minor child does not have any physical limitations, medical ailments, physical or mental disabilities that would limit or prevent him/her from participating in the activities, and if required, he/she will obtain a medical examination and clearance.

I ACKNOWLEDGE THAT I HAVE READ THIS CONSENT AND ACKNOWLEDGEMENT OF RISK, AND THAT I UNDERSTAND EACH OF THE PROVISIONS AND THAT I AGREE TO ABIDE BY THEM.

Name of parent or legal guardian (printed): _____

Signature of parent of legal guardian: _____

Date Signed: _____ Phone Number: _____

Address: _____