

NORD FREERIDE INC.

**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, FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

THIS RELEASE AGREEMENT SHALL APPLY TO ALL FUTURE PARTICIPATION IN our ACTIVITIES AND SKIING

December 2022

Initial here to indicate you understand this

TO: NORD FREERIDE INC., including all of its subsidiaries, principals, servants, directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, assigns other guests and all participants; (herein collectively referred to as the "Releasees").

Name	last	first	middle	Date of Birth
Address	Street			
City	Province/State	Code	Country	email:

DEFINITIONS

In this Release Agreement, "Nord Freeride" shall include all activities, accommodation, transportation, events and services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include but is not limited to, skiing, snowboarding, telemark skiing, and monoboard and other form of backcountry travel; rental or use of skis, snowboards or other equipment; demonstrations; orientational and instructional courses; loading, unloading and travel by or movement in or around helicopters, snowcats, snowmobiles and motor vehicles; and other activities, events and services in any way connected with or related to activities in our areas.

ACCEPTANCE AND ASSUMPTION OF RISKS – AVALANCHES, ALPINE TERRAIN, WEATHER DISEASES ETC.

I am aware that Nord Freeride activities and Skiing involve risks, dangers and hazards. The alpine terrain used for our activities is uncontrolled, unmarked, is not inspected and involves many risks including but not limited to boarding, riding, and disembarking snow cats and snowmobiles, changing weather conditions; avalanches; animal attack; exposed or hidden rock, earth, ice, and other natural hazards. Avalanches occur frequently in the terrain used for our activities and our Skiing and may be caused by natural forces or by persons travelling through the terrain. I acknowledge and accept that the Releasees may fail to predict whether the alpine terrain is safe for our activities and our Skiing or whether an avalanche may occur. The terrain used for our activities and Skiing involves many risks, dangers and hazards in addition to that of avalanche. These may include, but are not limited to: cornices; crevasses; cliffs; trees, tree wells and tree stumps; creeks; rocks; boulders; forest deadfall; holes and depressions on or below the snow surface; cliffs; variable and difficult snow conditions; snowcat roads and road banks, fences, and other man-made structures; snow immersion; impact or collision with other persons, vehicles or objects; encounters with domestic or wild animals; loss of balance or control; slips, trips and falls; becoming lost or separated from ones party or guide; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; equipment failure; negligent first aid; negligence of other persons, including other guests; the failure to engage in our activities and our Skiing safely or within one's ability or within designated areas, lapses in my own attention, acts or omissions of other clients of the Releasees, acts or omissions and what may be considered to be **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 OF WILDERNESS ACTIVITIES AND WILDERNESS SKIING**. Communication in the alpine terrain is difficult and in the event of an accident, rescue and medical treatment may not be available. Alpine weather conditions may be EXTREME and can change rapidly and without warning, making travel by helicopter, snowcat or snowmobile hazardous.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH NORD FREERIDE ACTIVITIES AND SKIING 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.

STATEMENT OF PHYSICAL AND MENTAL FITNESS, INSURANCE:

I am in sound physical and mental condition and am able to take part in our Skiing, and can make informed, objective decisions. I am completely and adequately covered by appropriate personal insurance coverage which may include health, life, loss of property, loss of income, and liability insurance and if not covered I can and will personally pay for all such costs which I may incur.

AGREEMENT TO CARE FOR MINORS:

I agree that I am solely responsible for the care and supervision of the minor child _____ (the "Minor") whose date of birth is _____, and that I will indemnify and hold harmless the Releasees from any liability for harm suffered by the Minor while engaging in wilderness activities and Wilderness Skiing.

INITIAL or N/A

ACCEPTANCE OF PERSONAL RESPONSIBILITY:

If I do not completely understand the use of any equipment or the application of any technique or in the completion of any procedure that I am about to engage in or if I do not have sufficient knowledge of the hazards in the location where I will be engaging therein while a client of the Releasees, I acknowledge that it is solely my responsibility to obtain such information and the Releasees are not under any obligation to assist me in this regard.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the services provided to me by the Releasees and because of my acknowledgment and acceptance of personal responsibility, and acceptance and assumption of risk, **I acknowledge and agree that the Releasees are relying upon all of the statements I have made above, and I further agree as follows:**

1. I WAIVE ANY AND ALL CLAIMS that I have or in the future may have against the Releasees **AND I RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense, pain and suffering, or injury including death which I or my next of kin may suffer which arise from, directly or indirectly, or are in any way connected with (i) my use of or my presence on the facilities of the Releasees, (ii) travel beyond the ski area boundary, (iii) my participation in activities arranged in whole or in part by the Releasees, **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 OCCUPIER'S LIABILITY ACT (Kosovo) INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF our ACTIVITIES AND Nord Freeride SKIING.**

2. I hold harmless and indemnify the Releasees from all liability, including but not limited to damages, whether actual or punitive, and lawyer's fees, and any other costs incurred in connection with claims of bodily injury, death, or damage or loss of property which I may cause to any individual or party in the course of my participation in any activity, for any reason.
3. I agree, promise, and covenant not to sue, or assert any claim against the Releasees for the injury, disease, illness, death, or damage to myself and my property arising from or in any way connected with my participation in any activity arranged in whole or in part by the Releasees or from any claim asserted against me by others.
4. This agreement shall be effective and binding upon me, my estate, my legal representatives, and my next of kin as the case may be, for any and all injury, disease, illness, death, and damage.
5. This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the law of British Columbia and no other jurisdiction.
6. Any litigation involving parties to this agreement shall be brought solely within Republic of Kosovo and shall be in the exclusive jurisdiction of the courts of Kosovo.

Acknowledgment and Acceptance of the Effect of this Agreement: I have read and understand this Agreement and accept that by signing this document I have given up certain legal rights which I or my Heirs, next of kin, executors, administrators, and representatives may have against the Releasees. In entering into this agreement I am not relying upon any oral or written representations or statements made by the Releasees other than those set forth in writing in this Agreement.

SIGNED, SEALED AND DELIVERED THIS ___ DAY OF _____, 20____. **CAT NUMBER:** _____ **TRANSCIEVER NUMBER:** _____

SIGNATURE	WITNESS SIGNATURE
PRINT NAME CLEARLY	WITNESS NAME
NAME OF PARENT OR GUARDIAN (if participant under 19)	SIGNATURE

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED, AND WITNESSED PRIOR TO ENGAGING IN ANY ACTIVITIES.