

## **Day Pass Terms and Conditions**

**WARNING: Please review the following document fully and carefully. Purchase of a day pass denotes agreement to Sections I, II, III and IV. This document is legally binding, and affects your rights, including your right to sue or claim compensation.**

### **SNOWMOBILE DAY PASS**

In consideration of the purchase of the snowmobile day pass with the British Columbia Snowmobile Federation's ("BCSF") member club (the "Club" herein) (the BCSF and Club referred to as the "Parties"), the purchaser or bearer of the pass agrees to the following terms and conditions:

#### **SECTION I: TERMS**

1. This is an application for a day pass with the Club;
2. Upon receipt of fees, the Club will issue a single day pass;
3. The day pass permits access to authorized snowmobile trails, subject to the Club's terms and conditions and applicable laws, bylaws and regulations;
4. The Club reserves the right to refuse or revoke any day pass issued at any time;
5. The Club does not guarantee trail service, quality or lack of hazards;
6. The day pass is non-transferrable and only valid when used by the purchaser or bearer of the pass.

#### **SECTION II: CONDITIONS**

**I understand that with my day pass purchase, I agree to the following conditions:**

1. All trail signs, applicable laws, bylaws and regulations must be abided by;
2. Use of alcohol and/or impairing drugs is strictly prohibited on the trails, prior to use and/ or while using the trails;
3. Danger or damage to snowmobile trails or property must be immediately reported to the Club;
4. I understand snowmobiling is inherently risky and I freely and voluntarily assume all risks, and my use of the trails is entirely at my own risk;
5. I must carefully read, fully understand and agree to Sections I, II and III.

#### **SECTION III: RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

**PLEASE READ THE FOLLOWING FULLY AND CAREFULLY. THIS WAIVER IS LEGALLY BINDING AND AFFECTS YOUR RIGHTS.**

I hereby agree to release and discharge and keep their respective heirs, agents, successors and assigns of and from any and all liability, loss, injury, disability, death or damage of and from any and all causes of action, suits, debts, damages, costs, claims and demands of any kind whatsoever (including: indemnity claims, costs on a solicitor/ client basis, negligence) against the Parties, the Province of British Columbia, land owners/ occupiers, or any or all of them (the "Releasees" herein), which I have, or which I hereafter may have, for, or by reason of, or arising out of any accident, loss, injury, disability, death or damage occurring during my use of a snowmobile trail.

**I understand snowmobiling risks include, but are not limited to: injuries:** possibility of permanent disability, death and injury; **natural hazards:** changes in surfaces, ice, bare spots, rocks, stumps, debris, etc.; **man-made hazards:** fences, posts, snow making/ grooming equipment, train tracks, roads, snowmobiles, persons, etc.; **extreme, unpredictable weather; Ice,** potentially over water bodies; **Equipment malfunction; Negligence:** the Club's negligence and/or negligence of others, including employees, agents, independent contractors or representatives of the Club, which includes failure to take steps to prevent risks and hazards; **Animals** (wild or domestic); Accidents or illness in remote places without medical facilities; **Lack of cellular and emergency services; Avalanches; Rockslides; Poor visibility; COVID-19 Exposure and Infection; Visibility changes.** **\*This description is non-exhaustive and unknown or unanticipated risks may result in injury, illness, or death.**

**In consideration of my day pass permit, I declare that:**

1. As a day pass user, I am unfamiliar with the trails, which may subject me to greater risk;
2. I am not relying on oral or written representations or statements made by the Releasees, other than what is included in this document;
3. I forever waive my right to any action against the Releasees from any claim of injury, death, damage or negligence;
4. I have had sufficient time to read and understand this document and receive legal advice, or have voluntarily waived my right to do so;
5. I knowingly and voluntarily agree to be bound by all terms and conditions in Sections I, II and III;
6. If any portion of this document is held void or unenforceable, the remaining portion remains in full force and effect;
7. Any litigation involving the Releasees must be brought within the Province of British Columbia;
8. Despite snowmobiling risks, I wish to proceed and I knowingly and voluntarily assume all risk, dangers and hazards.

#### **SECTION IV: COMMUNICATION**

1. I hereby consent to information collection and communication about BCSF products, services, news, updates, promotions, etc., to the extent authorized under the Personal Information Protection Act.
2. I hereby consent to information collection for the BCSF management to perform internal research.
3. I hereby consent to information collection to ensure consistency between records of the Parties.
4. I hereby consent to BCSF disclosing my personal information to third parties providing a benefit, such as SnoRiders Magazine, American Income Life and future program providers.

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