

Snowboard Tour VII
March 16-20-, 2011

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!

DEFINITION

In this agreement, the term Trip or Tour shall include the *nbsapparel/NBS* snowboarding trip to the Mountain resort destinations of Golden BC, Revelstoke BC, Kicking Horse Resort and Revelstoke Mountain Resort. A chartered bus leaving from Calgary, AB Airport March 16 2011 and returning March 20 2011, as well as any events that are in any way related to the Trip I have registered for including alternate transportation such as snowmobile, cat, bus.

The term Releases shall include Nothing But Style Inc., *nbsapparel*, their agents, representatives, directors, officers, employees, successors, and assigns.

ASSUMPTION OF RISK

I am aware that the Trip I have registered for involves various risks, dangers, and hazards in addition to those normally associated with snowboarding. These risks, dangers, and hazards include but are not limited to negligence on the part of the releases including the failure on the part of the releases to safeguard or protect me from the risks, dangers, or hazards of the Trip.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN THE TOUR 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.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

I, _____ (please print name)

the undersigned, in consideration of *nbsapparel* permitting me to participate in the Trip and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, hereby declare and agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the Releases AND TO RELEASE THE RELEASEES from any and all liability for any such loss, damage, or injury including death that I may suffer, or that my next of kin may suffer as a result of my participation in the Trip. 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.
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 the Trip.
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 Manitoba, Saskatchewan, Alberta, and British Columbia. In entering into this agreement, I am not relying on any oral or written representations or statements made by the Releases with respect to the safety of the Trip, other than what is set forth in this agreement.
5. TO WAIVE ANY AND ALL CLAIMS against the Releases should my conduct on the tour be that in which I have personally endangered, damaged, or caused malicious and deceptive behaviors that require my removal from participation on the tour and including the responsibility for said damages and any transportation required to return to my place of departure.

I CONFIRM I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, THAT I AM AT LEAST 18 YEARS OLD, AND 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.