

**GENERAL TERMS AND CONDITIONS OF USE HISSÉO – RELEASE OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY**

READ CAREFULLY

*The masculine gender is used without any discrimination and for the sole purpose of lightening the text.*

► **Application**

These *General Terms and Conditions of Use Hisséo – Release of Liability, Assumption of Risk and Indemnity* (hereinafter the "Agreement") apply to any person (hereinafter the "Customer") who accesses the site of Bromont, montagne d'expériences, owned and operated by SkiBromont.com, S.E.C. (hereinafter the "Resort") and who purchases, uses and/or holds a day ticket and/or a season pass (hereinafter a "Pass") granting access to Hisséo's aerial activities (hereinafter the "Activities").

For the purposes of this Agreement, "Activity" means any activity, event, or service provided, prepared, organized, conducted, sponsored, or authorized by the Resort, including, without limitation, aerial adventure courses, rope games, free-fall jumps, zip lines, suspension bridges, nets, climbing structures, and any movement on or around the facilities used for these purposes. Any other activity in any way related to aerial adventures offered by the Resort is also included.

► **Passes**

All Passes issued remain the sole property of the Resort.

**ANY TYPE OF PASSES ARE PERSONAL, NON-ASSIGNABLE, NON-TRANSFERABLE AND NON-REFUNDABLE.**

The Customer understands, accepts and agrees that a Pass purchased under his name is for his **PERSONAL USE ONLY** and that any other use may result in serious consequences, including, but not limited to, the definite revocation of the Pass, a fine and/or criminal prosecution that could entail imprisonment for a term not exceeding two years (see article 380 of the *Criminal Code*).

Furthermore, the Customer understands, accepts and agrees that the Pass may be confiscated, revoked or suspended, without notice or refund, if, in the sole judgment and discretion of the Resort, the Customer acts in any manner that endangers or may endanger his safety or that of another person; violates the law or Resort policy; organizes or runs an unauthorized event; provides guided tours, or other services at the Resort for compensation without the Resort's prior express authorization; uses the Pass in a fraudulent manner; engages in misconduct, abuses Resort staff or other participants, or creates a disturbance or nuisance. The Customer undertakes to relinquish his Pass to a Resort employee upon request.

Upon presentation of his Pass at the entrance of the water park, the Customer will be given a wristband or other device that gives them access to the Activities.

► **Consent to Collect and Use Personal Information**

The Customer understands, accepts and agrees that information pertaining to his likeness, name, and/or other specific information will be collected and used in connection with his Pass account. The Customer understands, accepts and agrees that if he is involved in, or witnesses, a collision or other incident at the Resort, the Resort may disclose his name and contact information to third parties involved in the collision or incident, including the investigation, treatment and adjudication thereof. If consent is required, the Customer expressly consents to such disclosure, and he waives any and all claims against the Resort that he did not consent to such disclosure. The Customer declares having read, understood and accepted the Policy on confidentiality and collect and use of personal information available on the Resort website.

► **Consent to Capture and Use Photos and Videos**

The Customer authorizes the Resort to take photographs of themselves and/or of any person under their responsibility for whom a Pass is issued, including for identity verification purposes. The Customer also authorizes the capture and use of photos or videos taken on-site for security purposes.

► **Purchase of Passes on behalf of other persons**

The Customer who purchases on behalf of and/or provides a Pass to another person, including a family pass, undertakes to inform any person that will use the Pass of this Agreement and of the obligations arising therefrom.

The Customer agrees to either read and explain to, or have any person for whom he purchases and/or provides a Pass read, all policies, signs, markings, and warnings posted on the Resort site, including instructions relating to the use of the facilities.

The Customer acknowledges that once the transaction has been completed, the names of the persons registered to a family pass may not be modified.

► **Schedule Change**

The Customer acknowledges and accepts that a Pass does not guarantee access to the Resort for a minimum or a maximum number of days each season or that the Resort will be open for a minimum or a maximum number of days each season.

The Resort reserves the right to modify its schedule and to close in whole or in part, without notice, its facilities, activities, or the Resort site in its entirety, depending on weather, traffic, Demand Response (DM) or any other reason, and this without the possibility of reimbursement. In the event of a thunderstorm, all installations and/or activities will be closed and/or suspended for a minimum of 30 minutes after the last thunderclap.

► **Mandatory orientation session**

The Customer agrees to participate in the mandatory orientation session on safety practices and to devote his full attention to learning and applying the safety requirements and rules while participating in the Activities.

► **Acknowledgement and Acceptance of Risks**

The Customer acknowledges that participating to the Activities involves inherent risks and dangers, regardless of skill level, including, but not limited to, the risk of injury, physical or psychological trauma, aggravation of pre-existing conditions and even death.

The Customer acknowledges having read and understood the rules and regulations governing the Activities, as posted on the Resort's website and at the reception desk, and undertakes to abide by them at all times. The Customer understands that his participation is conditional upon his wearing the required and approved safety equipment, in particular the harness and helmet, which will be provided to him, and their proper use as explained by the Resort's personnel during the mandatory orientation session. The Customer acknowledges that employees are available to answer questions regarding the use of the equipment.

The Customer acknowledges that the level of participation is left to the individual discretion of each participant, who remains the best and sole judge of his or her own physical and mental capabilities. The Customer understands that the Activities may require considerable physical effort that could aggravate a pre-existing injury, congenital defect or medical condition.

The Customer agrees to abide by the following specific rules, failing which he may be expelled from the site without notice or refund:

- The maximum weight authorized for access to the aerial courses is 250 pounds, in accordance with the limits imposed by engineering and equipment;
- Helmets and harnesses must be worn at all times during the Activity;
- Customers must comply with minimum clothing requirements;
- Both lanyards must be attached to the appropriate lifeline upon entering a module. It is forbidden to attach them to the ropes;
- Use of the attachment system is mandatory at all times to ensure the safety of the Customer and others;
- It is strongly recommended to progress gradually, starting with the easiest games;
- A maximum of three (3) people is allowed per platform, and only one (1) person at a time per game.

The Customer acknowledges that the Resort takes all reasonable measures to ensure a safe visit. It is the Customer's responsibility to familiarize him/herself with the safety measures and regulations prior to his visit, which are available on the Resort's website.

In consideration of the above, the Customer (1) **RELEASES AND EXONERATES** the Resort, its owners, affiliates, shareholders, directors, agents, employees, successors and assigns (hereinafter the "Releasees") from all liability, of any nature whatsoever, direct or indirect, for any **MATERIAL, PERSONAL INJURY OR DEATH** that would be sustained by him and/or caused to his property for any reason whatsoever, (2) **ASSUMES ANY AND ALL RESPONSIBILITY** for all such damage and/or injury and/or death and (3) agrees to **PERSONALLY INDEMNIFY, DEFEND AND HOLD HARMLESS** the Releasees from and against all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to the Pass, use of the Pass, use of the Resort facilities and installations and/or presence on the Resort site that may be made against one or more of them.

► **Acknowledgment and acceptance of risks for a Minor**

The Customer who purchases and/or provides a Pass for his minor child or any other person under his care (hereinafter a "Minor"), acknowledges and accepts that by virtue of being on the Resort site the Minor is exposed to serious risks of injury, which may be significant or even fatal.

The Customer declares to have informed the Minor of all the aforementioned risks and/or any other risk of which he is aware.

The Customer undertakes to remove the Minor from any facilities and/or installations on the Resort site if he deems that these risks are too great for him. The Customer declares that it is in full knowledge of these significant risks and dangers that he agrees to allow the Minor to access the Resort site, uses the Resort facilities and installations, and/or to participate in one of the Activities.

In consideration of the above, the Customer (1) **RELEASES AND EXONERATES** the Releasees from all liability, of any nature whatsoever, direct or indirect, for any **MATERIAL, PERSONAL INJURY OR DEATH** that would be sustained by the Minor for any reason whatsoever, (2) **ASSUMES ANY AND ALL RESPONSIBILITY** for all such damage and/or injury and/or death and (3) agrees to **PERSONALLY INDEMNIFY, DEFEND AND HOLD HARMLESS** the Releasees from and against all claims, demands, actions, causes of action, losses or liabilities

whatsoever arising from or related to the Pass, use of the Pass, use of the Resort facilities and installations and/or presence on the Resort site that may be made against one or more of them.

► **Consent to Medical Treatment/Transportation**

The Customer authorizes the Resort, its employees, and/or any authorized personnel to provide or arrange for the provision of necessary medical treatment and transport to a medical facility or hospital, for themselves and/or any Minor in their care, if deemed required. This consent also applies to emergency care provided on-site and may be verbally withdrawn at any time. The Customer agrees to undertake all costs associated with such treatment and transport and to indemnify and hold harmless the Releasees from any related liability.

► **Governing Law**

This Agreement is governed by the laws of the Province of Québec, which apply in that province, regardless of any other jurisdiction. Any dispute or claim arising from or relating to this Agreement shall be submitted to the exclusive jurisdiction of the courts of the Province of Québec, judicial district of Bedford.

► **Severability**

If, for any reason, any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

**----- UNDERTAKING**

THE CUSTOMER ATTESTS HAVING CAREFULLY READ THIS ENTIRE AGREEMENT, UNDERSTOOD ITS CONTENTS, AND IS AWARE THAT BY ACCEPTING AND AGREEING TO THIS AGREEMENT, HE IS WAIVING CERTAIN LEGAL RIGHTS WHICH HE OR HIS HEIRS, NEXT OF KIN, EXECUTORS, SUBROGORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

THE CUSTOMER WARRANTS THAT HE HAS THE AUTHORITY AND EXPRESS CONSENT TO UNDERTAKE THIS AGREEMENT ON HIS OWN BEHALF AND ON BEHALF OF ALL OTHER PEOPLE HEREUNDER FOR WHOM HE PURCHASES AND/OR PROVIDES A PASS. :

Name : \_\_\_\_\_ Date of birth: \_\_\_\_\_ ( JJ / MM / AAAA )

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*The signatory must be 14 years old or older if signing for himself, and/or 18 years old if signing for family members.*

Signature : \_\_\_\_\_ Date : \_\_\_\_\_ ( JJ / MM / AAAA )

Customer's name : \_\_\_\_\_ Date of birth: \_\_\_\_\_ ( JJ / MM / AAAA )

Email : \_\_\_\_\_

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I consent to receive electronic communications from the Resort such as, but not limited to, newsletters, promotions and exclusive offers.