

**TERMS AND CONDITIONS FOR ALL PRODUCTS AND SERVICES – RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY**

PLEASE READ CAREFULLY

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

► **Applicability**

Anyone who purchases and/or uses and/or holds a day ticket and/or pass (hereinafter “Pass” or Passes”) and/or accesses the site of Bromont, montagne d'expériences, owned and operated by SkiBromont.com, S.E.C. (hereinafter the “Resort”), including but not limited to the ski slopes, the hiking, snowshoeing, alpine and mountain biking trails, the aquatic parc and/or any and all installations of the Resort (hereinafter the “Customer”) undertakes to respect the terms and conditions set forth herein as well as any directives, rules or guidelines found on the site of the Resort or given by one of its employees.

► **Ownership and use of the Pass**

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 Resort site, the Customer wishing to access the aquatic park will be provided with a bracelet giving him access to the Resort facilities, installations and activities.

► **Collect and use of 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 take and use pictures and videos**

The Customer acknowledges, accepts and consents to pictures of himself and/or any and all person under his authority for whom he provided a Pass, be taken at the chairlift's gates and at the aquatic park entrance, and used to enable the control and the identification of people using the Passes.

The Customer further acknowledges, accepts and consents to video of himself and/or any and all person under his authority for whom he provided a Pass, be taken on the Resort site and used to ensure security.

► **Purchase of a Pass 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 the terms and conditions of the present document and of the obligations incumbent upon them.

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

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

► **Legal Deposit**

Pass holders must use a rechargeable RFID card on the Resort site to access the facilities.

A refundable deposit of \$5 (GST and QST not applicable) may be required from Customers who do not already have a rechargeable RFID card. The deposit will be refunded when the card is returned in good condition to one of the Resort's service points.

The first time a card is either forgotten, lost or stolen, Customer Services will issue a replacement RFID card free of charge but for a new \$5 deposit. Any subsequent time a card is forgotten, lost or stolen, a new RFID card may be issued for a fee of \$15, including taxes, excluding the additional new \$5 deposit.

► **Schedule Change**

The Customer acknowledges and accepts that his Pass does not guarantee access to the Resort for a minimum or a maximum number of days in each season or that a 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 particular, the Customer acknowledges and accepts that in the event of a thunderstorm, all installations and/or

activities may be closed and/or suspended for a minimum of 30 minutes after the last thunderclap.

► Acknowledgment and acceptance of risks

The Customer acknowledges that alpine, aquatic and/or mountain activities carry inherent dangers and risks of injury, trauma and/or death, regardless of one's level of ability.

More specifically, the Customer acknowledges that the practice of alpine skiing, ski touring, snowboarding, telemarking or any other related discipline that can be practiced on the mountain (hereinafter the "Winter Sports", mountain biking, hiking, snowshoeing, the use of slides, swimming pools, water games as well as the use of trampoline, climbing, slackline, tobogganing and/or facilities or other installations present on the Resort site, carry inherent risks including, among others and without limitations,

1. Icy, wet and/or slippery ground, surfaces and floors;
2. Uneven and/or cracked and/or exposed and/or changing surfaces;
3. Variations in terrain or surface, including, but not limited to, changes in inclination in the degree of slopes, presence of ice or patches of ice, ditches, crevasses, holes, streams, rocks, earth, gravel, trees, tree roots and/or stumps and any other natural object and/or obstacles created by the Resort;
4. Loss of balance, lack of coordination, fatigue and/or dizziness;
5. Changing weather conditions, including but not limited to rain, snow, fog, icy rain, cold, wind, sun, lightning, or darkness;
6. Falls and/or unforeseen maneuvers due to inadequate positioning, a poorly executed movement or an unexpected loss of control;
7. Risks related to failure to act safely or within the limits of one's own abilities or to stay in designated areas;
8. Misuse of equipment, installations or facilities;
9. The use of ski lifts of any type, whether with regards to risks related to boarding or disembarking, stopping during the lift or any other related risk;
10. The presence, actions or falls of any other Customer or person, including collision with another Customer or any other person,
11. The presence of pylons, poles, snowmaking equipment, slope maintenance equipment or any other structure used or not in the operation of the Resort as well as the collision with these elements;
12. The use of snow parks and/or features of any type that may be found on the Resort site;
13. Risks linked to avalanches, slides or mass movement of snow, and
14. Infectious disease contracted by viruses, bacteria, parasites and fungi which can be transmitted by direct or indirect contact.

The Customer undertakes to play an active role in the management of these risks, by adopting a preventive attitude towards him personally as well as towards any other person in the vicinity and by respecting all rules, signage and markings put in place by the Resort.

In particular, the Customer practicing a Winter Sport undertakes to respect and abide by the Mountain Code of Conduct adopted under the Act respecting safety in sports, which provides that one must:

1. Remain in control of your speed and direction. Make sure you can stop and avoid any person or obstacle.

2. Yield the right of way to people downhill and choose a course that ensures their safety.
3. Stop on a trail only if you are visible from above and not obstructing the trail.
4. Yield the right of way to people uphill when entering a trail as well as at intersections.
5. If you are involved in or witness an accident, remain on the scene and identify yourself to a first-aider
6. At all times, use and wear a device to prevent runaway equipment.
7. Stay off lifts and trails if your ability is impaired by alcohol or drugs.
8. Obey all signs and warnings, never venture between the trails, onto closed trails or off the trail zone.

Moreover, the customer acknowledges that the use of a helmet is strongly advised when practicing Winter Sports and is mandatory in snow parks as well as for the practice of mountain biking.

In consideration of the above, the Customer (1) **RELEASES AND EXONERATES** SkiBromont.com, S.E.C., 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 the "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 offered by the Resort.

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, Resort staff and/or authorized personnel to call for medical care, treatment and/or procedures (collectively, "Care") for himself and/or for any Minor or to transport him and/or them to a medical facility or hospital if, in the opinion of Resort staff and/or authorized personnel, Care is needed.

The Customer knowingly and voluntarily consents in advance to any Care given by Resort staff and/or authorized personnel prior to transport to a medical facility or hospital. Consent may be withdrawn verbally at any time.

The Customer undertakes to pay all costs associated with such administration of Care and transportation provided for him and to indemnify and hold harmless the Released Parties from any costs incurred therein.

► **Applicable laws**

This agreement is governed by the laws of the province of Quebec which are applicable in this province, without regard to other jurisdictions. The courts of the province of Quebec, district of Bedford will have exclusive jurisdiction for all actions and/or claims involving the parties to this agreement.

► **Severability**

If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this agreement shall continue 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 FOR WHOM HE PURCHASES AND/OR PROVIDES A PASS.