

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM
COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

INITIAL

ORGANIZATION NAME: _____ and their directors, officers, employees, guides, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (**hereinafter collectively referred to as the "Releasees"**).

DEFINITION

In this Release Agreement Skiing and Snowboarding (hereinafter "**the Activities**") shall include all activities, services and use of facilities either provided, arranged, organized, conducted, sponsored or authorized by the Releasees, including, but not limited to: orientation and instruction sessions; and all travel either within or beyond the designated boundaries.

RENTAL AGREEMENT

I accept full responsibility for the Equipment rented and agree to pay for any damage to the Equipment and replace the Equipment at full retail value if not returned by the agreed date.

SAFETY

I have been advised to wear an approved helmet during the Activities. I am familiar with the proper use of the Equipment. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the Equipment.

ASSUMPTION OF RISKS

I am aware that the Activities involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; avalanches; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of snow or ice on or beneath the surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult snow conditions; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; collision with other skiers or snowboarders; the failure to ski or snowboard safely or within one's own ability or within designated areas; negligence of other skiers or snowboarders; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE CARE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many are unmarked.

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH AND PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. Communication in the alpine terrain may be difficult, and in the event of an accident, rescue, medical treatment and evacuation may not be available or may be delayed. Alpine weather conditions may be extreme and can change rapidly and without warning

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Releasees agreeing to my participation in the Activities and permitting my use of the lifts, runs, trails, terrain parks, race courses and other ski area facilities (hereinafter referred to as the "Facilities") and for other good and valuable consideration the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES, and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my use of or my presence on the Facilities or use of the Equipment, 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 OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE; OR DUE TO NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES IN RESPECT OF THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the Facilities or use of the Equipment;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province or territory where the Activities takes place and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province or territory where the Activities take place and shall be within the exclusive jurisdiction of the Courts of that province or territory.
 - In entering into this Release Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Release Agreement.
 - It is understood that this Release Agreement shall not apply in respect of injuries resulting from mechanical breakdown of ski lifts.
 - This Release Agreement shall apply to all subsequent Annual Pass renewals.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20__.

Witness

Please print name clearly

Signature of Participant

Please print name clearly