

Common Terrain Park Pass

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS 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 HERE

TO: Alpine Ski Club, Batawa Ski Hill, Beaver Valley Ski Club Limited, Caledon Ski Club Limited, Devil's Glen Country Club, Georgian Peaks Club, Laurentian Ski Hill Snowboarding Club, Mansfield Ski Club Inc. and Oshawa Ski Club o/a Brimacombe and their directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, assigns and representatives (all of whom are hereinafter collectively referred to as the "Releasees"), and

THE SPECIAL EVENT SPONSORS, and their directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, assigns and representatives (all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITIONS:

In this Agreement:

- (a) Freestyle Terrain Park shall include but is not limited to half pipes, quarter pipes, jibs, rails, fun boxes, banks, rollers, takeoffs, landings, ramps, features, elements, jumps and other features constructed out of a variety of materials both manmade and natural in various configurations and locations. Freestyle Terrain Parks may contain features that are rated as per the Freestyle Terrain Rating System (S,M,L,XL)
- (b) the term "Special Events Sponsor" shall include any individual, corporation, association, institution, or organization that is associated with a Special Event as an organizer, promoter, sponsor or advertiser;
- (c) the term "Special Events" shall include any activity which is organized, conducted or sponsored by the Releasees and shall include, but is not limited to Alpine Racing Programs, Freestyle Ontario Programs, Resort or other competitions, demonstrations, coaching activities and other such events or activities.

ASSUMPTION OF RISKS

I am aware that skiing and snowboarding generally and participating in Freestyle Terrain Park activities, and Special Events specifically, involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; light conditions, exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest deadfall; the condition of snow or ice on or beneath the surface; variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; snowcat roads, road-banks or cut-banks; steepness and configuration of the terrain, freestyle terrain parks; injuries resulting from skiing or riding half pipes, quarter pipes, jibs, rails, fun boxes, jumps, banks, rollers, takeoffs, landings, ramps and other features and elements whether natural or man made; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures or objects or equipment used in connection with skiing, snowboarding, Freestyle Terrain Parks and Special Events, collision with other skiers, snowboarders, racers, spectators, participants, competitors, course officials, employees; volunteers, loss of balance or control; slip, trip & falls, failure to act safely or within one's own ability or to stay within designated areas; negligence of other skiers, snowboarders and other persons; and **NEGLIGENCE, 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.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many hazards are unmarked. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR LOSS RESULTING THERE FROM.**

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of the Releasees permitting my use of the lifts, ski runs, trails, Freestyle Terrain Parks, race courses, restaurants, day lodge and other ski area facilities (hereinafter "the facilities"), and for accepting my application to participate in Freestyle Terrain Park Activities, Special Events, 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 resulting from either my use of or my presence on the facilities or travel beyond the ski area boundary, **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 UNDER THE OCCUPIERS' LIABILITY ACT, RSO1990, c.02 ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING OR SNOWBOARDING REFERRED TO ABOVE;**

INITIAL HERE

- 2. 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;
- 3. 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 of Ontario and no other jurisdiction; and
- 4. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.
- 5. **PHOTO/VIDEO RELEASE** – I consent to photographs/video taken of me during my participation at the ski resort, and to publication of the photographs/video by the Operators for advertising, promotional and marketing purposes. I release the Operator from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise which may occur or be produced in the taking of said picture or video and the publication thereof. I also waive any right that I may have to inspect and/or approve the finished product that may be used in connection therewith or the use to which it may be applied.
- 6. **I AGREE TO HOLD HARMLESS AND TO INDEMNIFY THE RELEASEES** from any and all liability from property damage and personal injury to any third party, resulting from my use of the Freestyle Terrain Parks or use of the ski area and it's facilities; AND THAT, this Release of Liability shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns may have against the releasees.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS 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.

Participant Name (Print)

Date of Birth (MM/DD/YY)

Signature
(Parent or Guardian must Sign for those under 18)

Current Date (MM/DD/YY)

Guardian Name (Print)

Relationship to Applicant:

Witness Name (Print)

Witness Phone Number