ASSUMPTION OF RISKS AND WAIVER AGREEMENT
(hereinafter referred to as the "Agreement")

BY SIGNING THIS DOCUMENT YOU ARE AGREEING TO ASSUME CERTAIN RISKS AND WAIVING OR GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Name	Last		First		Initial
Address	Street				Apt #
	City		Prov/State		Code/Zip
Birthdate	Year	Month	Day	Age	Male/Female
Local address				**Local phone**	

TO: THE OSLER BLUFF SKI CLUB LIMITED, and its directors, officers, employees, instructors, coaches, agents, representatives, volunteers, independent contractors, subcontractors, invitees, event sponsors and their respective successors, assigns and representatives; and

ALL SPECIAL EVENT SPONSORS AND ORGANIZATIONS, and their directors, officers, employees, instructors, coaches, agents, representatives, volunteers, independent contractors, subcontractors, invitees, sponsors and their respective successors, assigns and representatives;

(all of whom are hereinafter collectively referred to as the "Releasees").

DEFINITIONS:

In this Agreement:

(a) the terms "snow school", "racing" and "lessons" shall include any or all instruction, training and competition, and ancillary or related activities, in skiing, snowboarding, snowshoeing, ice skating or other activities given, provided or made available by the Releasees;

(b) the term "Special Event Sponsors and Organizations" shall include any individual, corporation, association, institution or organization that is associated with a Special Event as an organizer, promoter, sponsor or advertiser; and

(c) the term "Special Events" shall include any activity which is organized, conducted, sponsored or permitted by the Releasees and shall include, but not be limited to, alpine skiing, nordic skiing, freestyle skiing, terrain park activities, free-ski activities, snowboarding, snowshoeing, ice skating and other athletic or recreational competitions, demonstrations, programs, events and activities, and social events and activities.

ASSUMPTION OF RISKS

I am aware that skiing, snowboarding, snowshoeing, and participating in snow school, lessons, racing and other events and activities, including but not limited to Special Events, involve many risks, dangers and hazards including, but not limited to:

(i) riding, embarking and disembarking lifts;

(ii) variable and difficult conditions;

(iii) changing weather and snow conditions;

(iv) exposed or concealed rock, earth, ice, cliffs, streams, ditches, trees, tree stumps, branches, forest deadfall and other objects;

(v) the condition of, and variations in, snow or ice on or beneath the surface, howsoever caused or arising and including but not limited to accumulations of snow or ice, ruts, bumps and exposed or partially exposed holes;

(vi) inadequate or excessive snow coverage, loose or irregular snow or ice, clumps or ridges of snow or ice;

(vii) inadequate grooming or lack of grooming;

(viii) variations in and steepness of the terrain;

(ix) blind spots or areas of reduced visibility or congestion;

(x) racing and training courses;

(xi) snowcat roads, road-banks or cut-banks;

(xii) freestyle, snowboard or free-ski terrain parks, half-pipes and other man made or natural features;

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(xiii) injuries resulting from skiing or riding in terrain parks, half pipes, quarter pipes, jibs, rails, fun boxes, jumps, banks, rollers, takeoffs, landings, ramps and other features and elements whether natural or man-made;

(xiv) collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment, structures or objects;

(xv) collision with other persons including but not limited to skiers, snowboarders, snowshoers, skaters, racers, spectators, participants, competitors or course officials;

(xvi) carelessness or negligence of other persons including but not limited to skiers, snowboarders, snowshoers, skaters, racers, spectators, participants, competitors or course officials;

(xvii) loss of balance or control while skiing, snowboarding, snowshoeing, skating, walking or running;

(xviii) slipping or falling while skiing, snowboarding, snowshoeing, skating, walking or running;

(xix) ice, snow and water on or in parking lots, roadways, stairways, walkways, decks, lodges and buildings;

(xx) failure to act safely or within one's own ability or to stay within designated areas; and

(xxi) theft of or damage to personal property.

I am also aware that the risks, dangers and hazards referred to above exist throughout the property owned or leased by The Osler Bluff Ski Club Limited including the ski area and beyond and the buildings and structures located thereon, and that many hazards are unmarked. I confirm that I am aware that such risks may cause or result in personal injury, death or property damage or loss to me.

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 THEREFROM.

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

In consideration of the Releasees permitting me to use the lifts, ski runs, trails, property, terrain parks, race courses, buildings, lodges and other ski area facilities (hereinafter "the facilities"), and for accepting my application to participate in snow school, racing, lessons, and/or 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 and property owned or leased by The Osler Bluff Ski Club Limited including travel beyond the ski area boundary, DUE TO ANY OF THE RISKS, DANGERS AND HAZARDS DESCRIBED ABOVE OR ANY OTHER RISKS, DANGERS OR HAZARDS REASONABLY ASSOCIATED WITH MY ACTIVITIES ON THE SAID FACILITIES AND PROPERTY;

2. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, including in the event of my death or incapacity.

3. This Agreement and any rights, duties and obligations as between the parties to this 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 or other legal proceeding or claim involving me and the Releasees 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. I consent to photographs and video taken of me while I am using the facilities and property owned or leased by The Osler Bluff Ski Club Limited, and to the publication of such photographs and video by the Releasees for advertising, promotional, educational and marketing purposes in all media including internet. I release the Releasees 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.

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

Signature of Witness
Print name clearly

Signature of Participant
Date
Signature of Parent/Guardian if under 18 years of age