MEMBER PASS, ALPINE PROGRAMS, ACTIVITIES & SPECIAL EVENTS WAIVER

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT
(hereinafter referred to as the "Release Agreement")
BY SIGNING THIS DOCUMENT YOU WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

PLEASE READ CAREFULLY!

TO: **Alpine Ski Club,** and its 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**").

ALL SPECIAL EVENT SPONSORS AND ORGANIZATIONS, 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) the terms "snow programs," "racing" and "lessons" shall include any or all instruction, training and competition, and ancillary or related activities, in skiing, snowboarding, snowshoeing, skating or other given activities provided or made available by the Releasees;

(b) the term "Special Events Sponsor & Organizations" 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 that is organized, conducted sponsored or permitted by the Releasees and shall include, but is not limited to skiing, nordic skiing, freestyle skiing, terrain park activities, freeski activities, snowboarding, snowshoeing, skating, Alpine racing programs, club or other competitions, demonstrations, Freestyle Ontario Programs, coaching activities and other such events or activities;

(d) 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, Skier/snowboarder Cross course 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).

ASSUMPTION OF RISKS

I am aware that skiing and snowboarding generally and participating in snow programs, lessons, racing, Freestyle Terrain Park activities, snowshoeing, skating and Special Events specifically, involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; variable and difficult conditions; exposed or concealed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest deadfall; the condition of and 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 manmade or artificial snow; variable and difficult conditions; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; snow-cat roads, road-banks or cut-banks; steepness and configuration of the terrain, freestyle terrain parks; 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 manmade; collision with lift towers, fences, snowmaking equipment, snow grooming equipment, snow cats, snowmobiles, ice rink maintenance and equipment or other vehicles, equipment or structures or objects or equipment used in connection with skiing, snowboarding, Freestyle Terrain Parks, Special Events, snow school or lessons; collision with other persons including but not limited to skiers, snowboarders, racers, snowshoers, skaters, spectators, participants, competitors, course officials, employees, or volunteers; carelessness or negligence of other persons including but not limited to skiers, snowboarders, snowshoers, racers, spectators, participants, competitors or course officials; racing and training courses; inadequate or excessive snow coverage, loose or irregular snow or ice clumps or ridges of snow or ice; inadequate grooming or lack of grooming; loss of balance or control; failure to act safely or within one's own ability or to stay within designated areas; slipping or falling while skiing, snowboarding, skating, walking or running; ice, snow and water on or in the parking lots, roadways, stairways, walkways, decks, lodges and buildings; theft of or damage to personal property; negligence of other skiers, snowboarders and other persons; and I am also aware that the risks, dangers and hazards referred to above exist throughout the property owned or leased by Alpine Ski Club 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 my use of the lifts, ski runs, trails, Freestyle terrain parks, race courses, skating rinks, restaurants, day lodge and other ski area facilities (hereinafter "**the facilities**"), and for accepting my application to participate in snow programs, lessons, Freestyle Terrain Park activities, skating activities, Special Events, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

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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 Alpine Ski Club including travel beyond the ski area boundary or travel with Releasees for any special events, 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 FACILITIES AND PROPERTY;

2. I acknowledge that alcoholic beverages may be served and sold at the Club including at Special Events taking place there. I will be responsible for monitoring my consumption to ensure that my judgment is not impaired. I specifically acknowledge and agree that I shall not "drink and drive."
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 of Ontario and no other jurisdiction; and,
5. 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.
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 its facilities.
7. PHOTO RELEASE – I consent to having photographs and videos taken of me during my participation on the property owned or leased by Alpine Ski Club, and to publication of the photographs and videos by the Releasees for advertising, promotional, educational and marketing purposes for 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 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.

It is understood that this Release Agreement shall not apply in respect of injuries resulting from mechanical breakdown or failure of ski lifts or tows.

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

Name *(please print clearly)*	Date of Birth *(mm/dd/yy)*	Signature (parent or guardian to sign for those under 18)	Current Date	Witness
1_____	___/___/___	_____	_____	_____
2_____	___/___/___	_____	_____	_____
3_____	___/___/___	_____	_____	_____
4_____	___/___/___	_____	_____	_____
5_____	___/___/___	_____	_____	_____
6_____	___/___/___	_____	_____	_____
7_____	___/___/___	_____	_____	_____
8_____	___/___/___	_____	_____	_____