



**RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!**

Initial

Name	Last		First		Initial
Address	Street (Inc. Apt #)				
	City		Province		Postal Code
Birthdate	Day	Month	Year	Phone #:	
	Parent/Guardian Name (if Participant is under 18)			Last	

TO: BLUE MOUNTAIN RESORTS LIMITED, AND INTRAWEST ULC, (hereinafter referred to as the "SKI AREA OWNERS AND OPERATORS")

AND TO: SNOWHAWKS SKI SCHOOL LTD. (hereinafter referred to as the "SPONSORS")

DEFINITIONS

- In this agreement, the term "**Event**" shall include but is not limited to skiing, snowboarding and participation in lessons during the 2011-2012 season, arranged, organized, conducted, sponsored or authorized by the SKI AREA OWNERS AND OPERATORS. "**Skiing**" and "**Snowboarding**" shall include all types of alpine snow sports permitted by the SKI AREA OWNERS AND OPERATORS.

ACKNOWLEDGEMENT

- I understand that helmets are intended to help reduce the risk of serious head injury, however cannot completely eliminate or prevent this risk. I recognize that helmets do not prevent injury to the wearer's face, neck or spinal cord.
- I acknowledge that Freestyle Terrain contains many man-made and natural jumps, ramps, embankments and other terrain variations (known as "features")

Initial Here

ASSUMPTION OF RISKS

- I am aware that participation in the Event involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; 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, snowgrooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; collision with other skiers, snowboarders or other persons; the failure to ski safely or within one's own ability or within designated areas; falls as a result of features in Freestyle Terrain and maneuvers I may carry out in Freestyle Terrain: negligence of other skiers and snowboarders; and **NEGLIGENCE ON THE PART OF THE SKI AREA OWNERS AND OPERATORS OR ITS STAFF OR THE SPONSORS, INCLUDING THE FAILURE ON THE PART OF THE SKI AREA OWNERS AND OPERATORS OR ITS STAFF OR THE SPONSORS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE EVENT.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and many are unmarked.

CONTINUE TO NEXT PAGE



5. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE EVENT, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I ALSO ACCEPT RESPONSIBILITY FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY OR AS A RESULT OF MY PARTICIPATION IN THE EVENT.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

6. In consideration of the SKI AREA OWNERS AND OPERATORS accepting my application to participate in the Event and permitting my use of their property, premises, parking and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree:

a) **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the SKI AREA OWNERS AND OPERATORS and the SPONSORS, and their respective directors, officers, employees, agents, volunteers, independent contractors, representatives, successors and assigns (collectively hereinafter referred to as the "RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury including death, or expense that I may suffer, or that my next of kin may suffer, either directly or indirectly, as a result of my participation in the Event and 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 OWED UNDER THE **OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c.O.2, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS DANGERS AND HAZARDS OF THE EVENT;**

- b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the Releasees resulting from my participation in the Event and my use of the premises and facilities;
- c) This 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;
- d) 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;
- e) That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario; and
- f) In entering into the Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Event, other than what is set forth in the Agreement.

I HAVE READ AND UNDERSTAND THIS 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 AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20____.

Witness Signature
Witness Name (printed)

Signature of participant
Signature of parent/guardian (if rider is under 18 yrs.)

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED AND WITNESSED PRIOR TO PARTICIPATING IN THE EVENT