

APPENDIX 1c

RELEASE, WAIVER OF CLAIMS, ASSUMPTION OF INHERENT RISKS AND INDEMNITY AGREEMENT FOR SCHOOL SKI/SNOWBOARDING COMPETITIONS - RACING - TRAINING - COMPETITIVE PROGRAMS

THIS FORM MUST BE READ AND SIGNED BY EVERY STUDENT 18 YEARS OF AGE AND OLDER WHO WISHES TO PARTICIPATE IN COMPETITIVE SKI/SNOWBOARDING PROGRAMS AND TRAINING.

I, _____ in consideration of being allowed to participate in the
(Name of Participant)
_____ at _____
(Name of Competition or Program) (Name of Ski Area)
and any training, racing and access to the facilities do hereby release and hold harmless and indemnify the directors, officers, shareholders, agents, servants, employees of _____
(Name of Ski Area)
and _____, (“Releasees”) from all claims, actions or damages without any
(Name of School Board)

limitation whatsoever, whether consisting of loss, personal injury, property damage or death, that does or may result in any way from my participation in these competitive sporting events or programs including training and I assume any and all responsibility and liability for same. I also agree to waive any and all claims against the “Releasees” for any loss, damage, expense or injury, including death, I may suffer from any cause whatsoever, including negligence, breach of contract or statutory duty owed under the Occupiers’ Liability Act by the “Releasees”. I further agree to indemnify and hold harmless all of those above names from any damage or costs or expenses whatsoever which they or any of them may sustain as a result of any claim brought by anyone against any of them as a result of my preparation for and/or participation in these competitive sporting events or programs including training.

INHERENT RISK

I specifically agree that before any given competition takes place I will, if I so desire, inspect all areas involved in the competition, and withdraw from the activity if unsafe, fully realizing, accepting and understanding that competitive skiing/snowboarding in general and of this type is inherently risky and dangerous, as are preparations, practice, or training for such events. The inherent risks include but are not limited to: falling; use of lifts; collision with natural or man-made objects or other persons; changing weather conditions; changes or variations in the terrain or surface; exposed rocks, earth or ice; travel beyond the course boundaries or trails. Incidents may occur which result in serious injury or death. I understand that participants must assume the inherent risks of the sport.

I, as a participant completely understand that the above paragraphs constitute a covenant and a promise on my part to fully discharge all of the above named parties from any and all liability of any kind for any injuries, loss, damage or death which may result from my participation in these competitive sporting events or programs.

I further agree that any litigation involving the “Releasees” shall be brought in the Province of Ontario and Ontario law will apply.

This release is binding, and I so understand, not only upon myself but upon my heirs, administrators, executors, and assigns, and I hereby again reaffirm my free will and willing intent to exercise it, acknowledging a complete understanding of its terms and conditions and the totality of its effect, and the totality of the waiver of any rights that I would otherwise have had, had this agreement not been executed.

ACKNOWLEDGEMENT

I have read and understand this agreement and I understand that by signing this agreement I am waiving certain legal rights that I or my family and others may have against the “Releasees”.

Dated at _____ this _____ day of _____, 20____

Participant

Witness