

**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)			First
		Last		

TO: TORONTO SKI CLUB (“TSC”) and BLUE MOUNTAIN SKI CLUB (1940) INC., and each of their parent, subsidiary and affiliated entities (hereinafter referred to as the “PROGRAM OPERATORS”) and to Blue Mountain Resorts LP, Blue Mountain Resorts GP INC. and Alterra Mountain Company Inc. (together, the “Alterra Companies”)

DEFINITIONS

In this agreement the following terms will apply:

1. **“Program”** will include but is not limited to skiing and snowboarding competitive programs, instructional programs and lessons, competitions, races and training, arranged, organized, conducted, sponsored or authorized by the PROGRAM OPERATORS;
2. **“Skiing”** and **“snowboarding”** will include all types of alpine snow sports permitted by the PROGRAM OPERATORS;
3. **“Me”**, **“Myself”** and **“I”**, means the adult, being at least 18 years old, accepting these terms on behalf of myself and, if applicable, on behalf of a minor and/or other adult; **“Minor”** means the minor participant; and **“Participant”** means the person, whether adult or minor, actually taking part in the Program.

SIGNING ON BEHALF OF FAMILY MEMBERS

4. **I understand and agree that by accepting this Agreement on behalf of a Participant other than Myself, I warrant that I am entitled to execute this Agreement as the parent or legal guardian of the Participant, and/or I have the express authority and permission from Participant, or Participant’s parent or legal guardian (if Participant is a minor), to accept the terms of this Agreement on his or her behalf, and that I am responsible for any claims brought by Participant, as further set forth herein.**

ACKNOWLEDGEMENT

5. 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.
6. I understand that as part of my participation in this Program my photograph may be taken by a representative of TSC or any media that may be present and that my photograph may be used in promotional advertising or media coverage of the Program. This constitutes my authorization to use my image for such purposes.

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ASSUMPTION OF RISKS

7. I am aware that participation in the Program involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; slips, trips and/or falls; 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, and the operation of snowmaking equipment, 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, including moguls and snowmaking mounds; 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, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; collision with natural or man-made objects; collision with other skiers, snowboarders, spectators, volunteers, race gates and other race or Program structures; the failure to ski safely or within one’s own ability or within designated areas; falls as a result of features in or out of freestyle terrain and maneuvers I may carry out on such features; falls while in lessons; negligence of other skiers and snowboarders; and **NEGLIGENCE ON THE PART OF THE PROGRAM OPERATORS OR ITS STAFF, INCLUDING THE FAILURE ON THE PART OF THE PROGRAM OPERATORS OR ITS STAFF 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.

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8. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE PROGRAM, 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 PROGRAM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

9. In consideration of the PROGRAM OPERATORS accepting my, or Participant's, if applicable, application to participate in the Program and permitting my or Participant's 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, or that Participant has or may in the future have, against the PROGRAM OPERATORS, and the Alterra Companies, and each of their parent, subsidiary and affiliated entities 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/Participant may suffer, or that my/Participant's next of kin may suffer, either directly or indirectly, as a result of my/Participant's participation in the Program and my/Participant's use of or my/Participant's 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/PARTICIPANT FROM THE RISKS DANGERS AND HAZARDS OF THE PROGRAM;**

- 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 Program and my use of the premises and facilities;
- c) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense caused to or by my minor child, resulting from his or her participation in the Program;
- d) This Agreement will be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
- e) 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;
- f) That any litigation involving the parties to this Agreement will be brought within the Province of Ontario and will be within the exclusive jurisdiction of the Courts of the Province of Ontario; and
- g) 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 Program, 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 PROGRAM

Privacy Notice: Toronto Ski Club respects your privacy. Any personal information we collect is used only to develop products, services and offers, communicate with our customers and complete the transactions that ultimately deliver our products and services to you. Your personal information is not shared, without your consent, with third parties for the purpose of marketing or selling their products or services. For more information, please go to [enter url for privacy policy on your website].

August, 2018