

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNIFY AGREEMENT**

(HEREINAFTER REFERRED TO AS THE "RELEASE AGREEMENT")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

**PLEASE READ CAREFULLY**

**TO: CHICOPEE SKI CLUB, GRAND RIVER CONSERVATION AUTHORITY** and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

**A. ASSUMPTIONS OF RISKS**

I am aware and understand that participating in the activities offered by or associated with the Chicopee Ski Club exposes me to many inherent risks, dangers and hazards. By engaging in any activities including but not limited to: skiing, snowboarding, cycling, disc golf, tennis, beach volleyball, climbing, hiking, bike park, mountain bike travel and mountain bike racing offered by or associated with the Chicopee Ski Club, I freely accept and fully assume all inherent risks, dangers, and hazards and the possibility of personal injury, property damage or loss resulting therefrom: skiing, snowboarding, cycling, disc golf, tennis, beach volleyball, climbing, hiking, bike park, mountain bike travel and mountain bike racing involve many inherent risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; bicycle equipment failure; changing weather conditions; exposed rock, earth, ice, or other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of snow or ice on or beneath the snow surface; changes or variation in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the snow surface or subsurface, 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; impact or collision with lift structures, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles and other vehicles, structures, objects or equipment used in connection with, but not limited to skiing, snowboarding, cycling, disc golf, tennis, beach volleyball, climbing, hiking, bike park, mountain bike travel and mountain bike racing, snow cat roads, road-banks or cut-banks; impact or collision with other skiers, cyclers, racers, spectators, participants, competitors, course officials; loss of balance or control; avalanches; the failure to ski, snowboard, cycle safely or within one's own ability or within designated areas; negligence of other skiers, cyclists, racers, spectators, participants, competitors, course officials; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many hazards are unmarked. 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.

**B. RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT**

In consideration of the Releasees accepting my application for a Season Pass and permitting my use of the lifts, ski runs, trails, terrain parks, race courses, restaurants, day lodge and other ski area facilities (hereinafter "the facilities"), 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, as a result of my use of or my presence on the facilities 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, RSO1990, c.02 ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;

- 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my use of or presence on the facilities;
- 3. 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;
- 4. 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
- 5. Any litigation involving the parties to this 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 hereby irrevocably consent to and authorize the use and reproduction by the Chicopee Ski Club, or anyone authorized by them, of any and all photographs or video which have been taken of me and/or my children. The photographs/video may be used for any purpose authorized by the Chicopee Ski Club, including but not limited to website use, editorial publication and any and all advertising purposes.

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

Name of Participant	Date of Birth (mm/dd/yy)	Signature	Current Date	Witness Name	Witness Signature
<b>1</b> _____	_____	_____	_____	_____	_____
<b>If participant is under the age of 18:</b>					
Parent / Guardian Name: _____			Parent / Guardian Signature: _____		
<b>2</b> _____	_____	_____	_____	_____	_____
<b>If participant is under the age of 18:</b>					
Parent / Guardian Name: _____			Parent / Guardian Signature: _____		
<b>3</b> _____	_____	_____	_____	_____	_____
<b>If participant is under the age of 18:</b>					
Parent / Guardian Name: _____			Parent / Guardian Signature: _____		
<b>4</b> _____	_____	_____	_____	_____	_____
<b>If participant is under the age of 18:</b>					
Parent / Guardian Name: _____			Parent / Guardian Signature: _____		
<b>5</b> _____	_____	_____	_____	_____	_____
<b>If participant is under the age of 18:</b>					
Parent / Guardian Name: _____			Parent / Guardian Signature: _____		