

WAIVER AND RELEASE

**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!**

Please read this form carefully and be aware that in signing below and participating in National Capital Ski Club activities, including but not limited to the activities listed on Schedule A attached hereto (the "Activity"), you will be expressly assuming all of the risk and legal liability in relation to participation in the Activity, and will waive legal rights, including the right to sue National Capital Ski Club ("NCSkiClub"), and/or its directors, officers, employees, agents, members, instructors, volunteers, independent contractors, subcontractors, sponsors, successors, assigns and other representatives (collectively referred to as "Released Parties"), for any claims, demands, damages, actions or causes of actions arising out of your participation in the Activity.

In consideration for my participation in the Activity (and in any other events or activities related thereto), I, _____, hereby warrant and agree that:

- (a) I recognize and acknowledge that there may be serious risks of physical injury and/or possible death for those who participate in this Activity.
- (b) I have no medical conditions which could put me at an increased risk of injury during this Activity.
- (c) I authorize NCSkiClub and/or the Released Parties to consent to emergency medical treatment in accordance with the best interests of myself, should I not be able at the relevant time to grant consent myself.
- (d) I am aware that my participation in the Activity involves many risks, dangers and hazards including but not limited to: boarding, riding, and disembarking ski lifts; failure of ski lifts; changing weather conditions; variable and difficult snow conditions; light conditions; exposed rock, earth, ice or other natural objects such as trees, tree wells, tree stumps, forest dead fall; the condition of snow or ice on or beneath the surface; steepness and configuration of the terrain; changes or variations in the terrain which may cause 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; injuries resulting from skiing, and riding half pipes, quarter pipes, jibs, rails, fun boxes, jumps, banks, rollers, takeoffs, landings, ramps and other features and elements whether natural or man made; streams and creeks and exposed holes in the snowpack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks; impact or collision with lift towers, fences, snow making or snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; impact or collision with other persons; loss of balance or control; slip, trip & falls; the failure to participate in the Activity safely or within one's own ability or within designated areas; negligence of other persons; and **NEGLIGENCE ON THE PART OF NCSKICLUB AND/OR THE RELEASED PARTIES, INCLUDING THE FAILURE ON THE PART OF THE NCSKICUB AND/OR THE RELEASED PARTIES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS**

Initial _____

OF PARTICIPATING IN THE ACTIVITY. I am also aware that risks, dangers and hazards, including the ones referred to above, exist throughout the ski area and that many hazards are unmarked. **The execution of this document constitutes an unqualified assumption of all of the risks and legal liability associated with participation in this Activity. I freely and voluntarily assume all risks, including but not limited to those listed above, and all responsibility for any loss or damage which may arise out of or in connection with my participation in the Activity including any travel to and from the Activity, whether caused in whole or part by my negligence, and/or the negligence of NCSkiClub, and/or the negligence of the Released Parties.**

- (e) I waive any and all claims which I have or may have against NCSkiClub and/or the Released Parties and release and forever discharge NCSkiClub and/or the Released Parties from all liability including any claims, demands, damages, expenses, actions or causes of action arising out of or in consequence of the death of, or any loss, injury or damage to, myself or property incurred while attending at or participating in the Activity, including without limitation any such death, loss, injury, or damage (however arising, including, to the extent permitted by law, negligence, breach of contract, breach of a statutory or other duty of care, including any duty owed under the Occupiers Liability Act (Ontario) and/or any other statutes) on the part of NCSkiClub and/or the Released Parties, and further including the failure by one or more of NCSkiClub and/or the Released Parties to safeguard or protect me from the risks, dangers, and hazards of the Activity.
- (f) I will indemnify, and save and hold harmless NCSkiClub and/or the Released Parties from all actions, losses, claims, costs, damages, liabilities or expenses (including legal fees) which may be suffered or incurred by NCSkiClub and/or the Released Parties, arising out of or as a result of or relating in any manner to any death or injury and/or loss or damage to property in connection with the attendance or participation by me in the Activity whether or not such death, injury, loss or damage occurred as a result of the negligence of NCSkiClub and/or the Released Parties.
- (g) I will hold harmless and indemnify NCSkiClub and/or the Released Parties for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against NCSkiClub and/or the Released Parties resulting from my participation in the Activity.
- (h) I understand that 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.

I HAVE READ AND FULLY UNDERSTAND THE ABOVE IMPORTANT INFORMATION, WARNING OF RISK, ASSUMPTION OF RISK, INDEMNIFICATION AND WAIVER AND RELEASE OF ALL CLAIMS. I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT ANY DURESS OR INDUCEMENT.

Dated at this day of 20 .

Participant's Signature

Print Participant's Name

Dated at this day of 20 .

Witness's Signature

Print Witness's Name

SCHEDULE A
Authorized Activities
of the
National Capital Ski Club

Members participate in activities including downhill skiing; seasonal ski equipment rentals; transportation to and from locations within Ontario and Quebec which allow for downhill skiing; and ski vacations inside and outside of Canada.

Initial _____