

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT  
(hereinafter 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!**

INITIAL

Name	Last	First	Initial	Phone
Address	Street	City		Prov.
	Postal Code	E-mail	Birthdate / M / D / Y /	

**ORGANIZATION NAME:** PETAWAWA SKI & SNOWBOARD CLUB - PSSC and their directors, officers, employees, guides, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

**ASSUMPTION OF RISKS**

I am aware that skiing and snowboarding involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; avalanches; 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, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; collision with other skiers or snowboarders; the failure to ski or snowboard safely or within one's own ability or within designated areas; negligence of other skiers or snowboarders; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE CARE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING AND SNOWBOARDING.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many are unmarked. I **FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH AND PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of Releasees accepting my application for an Annual Pass and permitting my use of the lifts, runs, trails, terrain parks, race courses and other ski area facilities (hereinafter referred to as 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, ON THE PART OF THE RELEASEES, AND FURTHER 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 Release 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 Release Agreement and any rights, duties and obligations as between the parties to this Release 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 Release 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**
  - In entering into this Release Agreement, I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Release Agreement.
  - It is understood that this Release Agreement shall not apply in respect of injuries resulting from mechanical breakdown of ski lifts.
  - I acknowledge that the Pass issued to me remains the property of PSSC is not transferable and is revocable for misconduct or breach of the Alpine Responsibility Code.
  - This Release Agreement shall apply to all subsequent Annual Pass renewals.

**I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE 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.**

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

Signature of Witness
Please print name clearly

Signature of Passholder
Please print name clearly
Signature of Parent or Guardian if applicant is under 19 years