

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF ALL RISKS AND INDEMNITY 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 TO CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY

SIGNATURE OF PARTICIPANT OR PARENT/GUARDIAN

Name	Last	First	Middle Initial
Address	Street		
	City	Province	Postal Code
Date of Birth	Year	Month	Day
			Male/Female
Contact Info	Primary Phone	Secondary Phone	Email
Emergency Info	Emergency Contact Name	Emergency Contact Primary Phone	Emergency Contact Secondary Phone

TO: DISTRICT OF MACKENZIE and their directors, officers, employees, guides, agents, independent contractors, subcontractors, representatives, successors, and assigns (all of whom are hereinafter collectively referred to as "**the Releasees**")

DEFINITION

In this Release Agreement, the terms "**Activities**" and "**Programs**" shall be interchangeable and shall include, without limitation: all activities and events involving the Releasees or in any way related to downhill skiing, snowboarding, training, competition, orientation, coaching or instruction.

ASSUMPTION OF RISKS

I FREELY ACCEPT AND AM FULLY AWARE of the dangers involved in the performance of the Activities and Programs, and the danger inherent to snow sports, including those caused by gravitational forces or otherwise. I understand and accept that by engaging in the Activities and Programs, my life and physical safety are endangered. **FURTHERMORE**, I understand and accept that the above-mentioned dangers exist within the Activities and Programs and may include environmental conditions, technical equipment and atmospheric influences, or natural or manmade obstacles. I am aware that certain movements or actions cannot always be anticipated or controlled and therefore cannot be avoided or prevented through safety measures. I am aware of the physical exertion required to participate in the Activities and Programs and I am aware that this exertion may activate, re-activate or aggravate pre-existing injuries, conditions, symptoms or congenital defects.

I ACKNOWLEDGE that it is my sole responsibility to assess whether any Activities or Programs are too difficult for me. By commencing an Activity or Program, I acknowledge and accept the suitability and conditions of the Activity or Program. I also agree that I am responsible for the choice of my equipment and for the selection of my line through the course and my ability to handle this line.

FURTHERMORE, I am aware that downhill skiing and snowboarding and participation in the Activities and Programs involves many inherent risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; avalanches; exposed rock, earth, ice, or other natural objects; trees, tree wells, tree stumps, forest dead fall; the condition of snow or ice on or beneath the snow surface; changes or variations in the terrain used for downhill skiing and snowboarding, including the Activities and Programs, which may create blind spots or areas of reduced visibility; changes or variation in the snow surface or subsurface, including changes due to man-made or artificial snow; variable and difficult snow and weather conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road banks or cut-banks; impact or collision with lift structures, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles and other vehicles, equipment, structures, or objects or equipment used in connection with skiing or snowboarding and Activities and Programs of the Releasees; snowcat roads; road-banks or cut banks; impact or collision with other persons, including other skiers, snowboarders, racers, spectators, participants, competitors or course officials; the failure to act safely or within ones' own ability or within designated areas; negligence of other persons, including other skiers, snowboarders, racers, spectators, participants, competitors, course officials; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATION IN THE ACTIVITIES AND PROGRAMS**. I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for skiing, snowboarding and the Activities and Programs of the Releasees, and that many are unmarked. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND PROGRAMS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in the Activities and Programs as defined in this Release Agreement, 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 presence at or participation in the Activities and Programs 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 ANY APPLICABLE OCCUPIER'S LIABILITY LEGISLATION ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND PROGRAMS REFERRED TO ABOVE;

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in the Activities and Programs;

3. This Release Agreement shall be effective and binding upon 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 British Columbia and no other jurisdiction; and

5. Any litigation involving the parties to this Release Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

PERSONAL LIABILITY

6. **I UNDERSTAND** that I may be found personally liable to third parties for damages arising from bodily injury or property damage they have suffered as a result of my participation in the Activities or Programs. I agree that the Releasees have no obligation or responsibility for my actions and no obligation to inspect my equipment. I agree that I will make myself familiar with the applicable Activities and Programs regulations before taking part in such Activities or Programs.

7. **I HEREBY AGREE TO ABIDE** by and conduct myself in accordance with all rules, regulations, by-laws and policies of the Releasees.

I ACKNOWLEDGE AND AGREE THAT by entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of the Activities or Programs, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT AND AGREE TO BE BOUND BY ITS TERMS. 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 Participant

Signature of Witness (Recreation Services)

Name of Participant (Please print clearly)

Name of Witness (Recreation Services)

NOTE: if the Participant is under 19 years of age, parent or guardian MUST sign below.

INDEMNITY AGREEMENT OF PARENT/GUARDIAN

I DECLARE THAT I am the parent or lawful guardian of the Participant and, as such, I **AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to the Participants or any third party resulting from the Participant's participation in the Activities or Programs.

I AGREE AND ACKNOWLEDGE that in the event this Release Agreement is not enforceable against the Participant, I will indemnify the Releasees from and for any an all expenses including, but not limited to legal costs, disbursements and payments made pursuant to a settlement or judgment, incurred in connection with the Participant's participation in the Activities or Programs.

IN CONSIDERATION OF the Participant being accepted as a registered member of the Releasees and in consideration of the Participant being permitted to participate in the Activities and Programs of the Releasees, I, being a parent or lawful guardian of the Participant, **HEREBY CONSENT** to such participation by the Participant and acknowledge and agree to the terms hereof on my own behalf as well as that of the Participant to the extent permitted by law.

Signed this _____ day of _____, 20_____.

Signature of Parent or Guardian

Signature of Witness (Recreation Services)

Name of Participant (Please print clearly)

Name of Witness (Recreation Services)