

2010-11 ALPINE PROGRAMS - RACING/SKI SCHOOL PROGRAM RELEASE

RELEASE OF LIABILITY AGREEMENT

COMPETITIONS-TRAINING-COMPETITIVE PROGRAMS-LESSONS

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

PROGRAM: _____
NAME OF PARTICIPANT: _____
ADDRESS: _____
DATE OF BIRTH: _____

To: TORONTO SKI CLUB and BLUE MOUNTAIN RESORT
NAME OF SKI CLUB (hereinafter referred to as "The Ski Club")

I am aware that Racing/ Ski School Program has, in addition to the usual dangers and risks inherent in the sport of snow skiing/snowboarding, certain additional dangers and risks including, but not limited to, the danger and risk of collision with natural and man-made objects and with other skiers and spectators, and I freely accept and fully assume all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom. In consideration of the Ski Club permitting my participation in the Racing/ Ski School Program, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the Ski Club or Blue Mountain Resort and its directors, officers, employees and representatives and any volunteers in any way associated with Racing/ Ski School Programs, (all of whom hereinafter collectively referred to as "the Releasees"); **TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY** for any loss, damage, injury and expense that may suffer or that my next of kin may suffer as a result of my participation in the Racing/ Ski School Programs due to any cause whatsoever, **INCLUDING ANY NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE OR BREACH OF THE OCCUPIER'S LIABILITY ACT ON THE PART OF THE RELEASEES; AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGARD 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 the damage to property of or personal injury to any third party, resulting from my participation in the Racing/ Ski School Program;
3. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity;
4. This Agreement and any rights, duties and obligations as between the parties in this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction;
5. That any litigation the parties to this Agreement shall be brought within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario/

I have read and understand this Release of Liability Agreement prior to signing it, and I am aware that by signing this Release of Liability Agreement I am waiving certain legal rights which I or my heirs, next of kin executors, administrators may have against this Releasees.

Signed this _____ day of _____, 20__

Witness

Signature of Participant

Signature of Parent or Guardian if the Participant is under the age of 18.

This Agreement must be completed in full, dated and signed by the participant, and witnessed before participation in the Racing / Ski School program may take place.