

**Association of Ontario Snowboarders 2008/09**

**PLEASE READ CAREFULLY!**

**MEMBER RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.  
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN RIGHTS, INCLUDING THE RIGHT TO SUE.**

**INITIAL:** \_\_\_\_\_

TO: Snowboard facility operators (Clubs and Resorts), The Association of Ontario Snowboarders (AOS), the Canadian Snowboard Federation (CSF), Canadian Ski and Snowboard Association (CSSA), and all of the members, volunteers, staff, suppliers, sponsors and organizers (**all of the foregoing shall be hereinafter referred to as "the sponsors"**) of 2008-09 snowboarding season activities (In this agreement, the term "snowboarding" shall include "snowboarding competitions", practice and training and other activities offered by or associated with "the sponsors").

<b>Name</b>	<b>Last</b>	<b>First</b>	<b>Initial</b>
<b>Address</b>	<b>Street</b>	<b>City</b>	
	<b>Prov./State</b>	<b>Country</b>	<b>Code</b>

**ASSUMPTION OF RISKS**

I am aware that snowboarding involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather condition; avalanches; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps, forest dead fall; the condition of snow or ice on or beneath the skiing surface; changes or variations in the snowboarding terrain which may create blind spots or areas of reduced visibility; changes or variations in the snow surface or sub-surface, including but not limited to man-made jumps; 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; snow cat roads; road-banks or cut banks; impact or collision with lift towers, fences, snow making equipment, snow grooming equipment, snow cats, snowmobiles or other vehicles, equipment or structures; impact or collision with other skiers and/or snowboarders; the failure to snowboard safely or within one's own ability or within designated areas; negligence of other skiers and/or snowboarders; and **NEGLIGENCE ON THE PART OF SPONSORS OR SPONSORS' STAFF INCLUDING THE FAILURE ON THE PART OF THE SPONSORS AND THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SNOWBOARDING.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and many are unmarked. I am also aware that my participation in any of the activities offered by or associated with snowboarding competitions exposes me to additional and enhanced risk of serious personal injury and death. **I freely accept and fully assume all risks, dangers and hazards including: injury, death, property damage and loss resulting there from due to any cause whatsoever and without limitation.**

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

**INITIAL** \_\_\_\_\_

In consideration of THE SPONSORS accepting my application and permitting my participation in an event, the use of ski lifts, ski runs, and trails, snowboard and terrain parks, race courses and other facilities (hereinafter referred to as "the skiing facilities"), I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against THE RESORT/SKI AREA and the sponsors or any of them or any of their respected directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as "THE RELEASEES") arising out of or due to my use of, or my presence on, the Ski Facilities or my participation in a snowboarding event. TO RELEASE THE RELEASEES from any and all claims, suits, demands, liabilities damages, expenses (including solicitor's fees), actions or causes of action of any nature, are law or in equity, that I may suffer or that my next of kin may suffer arising out of or in consequence of any loss, injury or damage, to my person (including death) or property as a result of my use of, or presence on, the Skiing Facilities or my participation in the event 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, R.S.O. 1990, c.0.2 ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SNOWBOARDING REFERRED TO ABOVE.
- 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 Skiing Facilities and my participation in the event.
- This agreement shall be effective and binding upon heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
- This agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario; and any litigation involving the parties to this agreement shall be brought within the Province of Ontario.

I HAVE READ AND UNDERSTAND THIS 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.

In entering into this agreement, I warrant that I am of the full age of 18 years and that I am not relying upon any oral or written representations or statements made by the releasees other than what is set forth in this agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

PARENT/GUARDIAN: Whereas the participant is under the legal age of majority in the Province of Ontario, I, as parent, guardian or other person having legal and binding authority to sign this agreement on behalf of the minor participant, have read and understand and agree to the terms and conditions.

<b>Signature Of Participant</b>	<b>Participant Age</b>	<b>Day</b>	<b>Month</b>	<b>Year</b>
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Thereof, in consideration of the releasees accepting the within application, I, further agree to save harmless and indemnify the releasees, and each of them, from any claims or demands which might be made against them, arising out of or in consequence of the attendance or participation in the event.

<b>Print Name of Parent or Guardian If Applicant is Under 18 Years</b>	<b>Signature of Parent Or Guardian</b>
<b>Print Witness Name Clearly</b>	<b>Witness Signature</b>

**NO ALCOHOLIC BEVERAGES PERMITTED AT EVENT! HELMETS ARE MANDATORY FOR ALL PARTICIPANTS**

This agreement must be completed in full, and witnessed before a pass may be issued.

**INITIAL:** \_\_\_\_\_