

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

WARNING: By signing this document you will give up certain legal rights, including the right to sue, claim damages, seek compensation.

This document is to be signed by the participant in order to participate in the following:
Day Lift Pass, Season Pass, Family Day Activities, Special Fun Events and Terrain Park
and related events and activities (collectively referred to as the "Event").

I, (*print name*) _____ (the "Participant"), am 18 years of age or older, and I am aware that the Event involves all manner of injury or loss, including potentially serious or life-threatening injury and death, including but not limited to:

- (a) the use of equipment, materials or facilities related to the Event;
- (b) the actions or negligence of myself or other participants in of the Event;
- (c) the actions or negligence of the **FAIRVIEW SKI CLUB (1970)** or its directors, officers, employees, volunteers, agents, invitees, or representatives of any kind (collectively referred to as the "Organization");
- (d) the actions or negligence of the **FAIRVIEW SKI CLUB (1970)** and the **MUNICIPAL DISTRICT OF FAIRVIEW No. 136** or its councilors, officers, employees, agents or representatives of any kind (collectively referred to as the "Municipality"; and
- (e) additional risks arising out of the Event and related events and activities.

I, the undersigned Participant, freely accept and assume all such risks, dangers and hazards and the possibility of injury, death, property damage, property loss or any other loss or expense resulting to myself.

I, the undersigned Participant, hereby agree as follows:

- (a) **TO WAIVE ANY AND ALL CLAIMS** of every nature and kind at law or equity or under any statute that I have or may have in the future against the **Organization** and/or the **Municipality**;
- (b) **TO RELEASE THE ORGANIZATION AND THE MUNICIPALITY** from any and all liability for injury, death, property damage, property loss or any other loss or expense that I may suffer or that my next of kin or legal representatives may suffer as a result of participation in or use of the Event, due to any cause whatsoever, including negligence on the part of the Organization and/or the Municipality;
- (c) **TO HOLD HARMLESS AND INDEMNIFY THE ORGANIZATION AND THE MUNICIPALITY** from any and all liability for injury, death, property loss or any other loss or expense to any party, including myself, as a result of participation in or use of the Event, or other financial loss or expense including, without restriction, legal expenses and costs on a solicitor-and-his-own-client full indemnity basis in defending against such claims or enforcing the terms contained within this document; and
- (d) **THAT THIS AGREEMENT WILL BE EFFECTIVE AND BINDING UPON** myself, and my heirs, next of kin, executors, administrators and assigns.

I, the undersigned Participant, hereby acknowledge that I have the foregoing, and have had the opportunity to ask questions and clarifications before signing. I acknowledge that I understand its content, import and meaning and hereby do agree, approve and consent to the above.

Date: _____

Participant Name (*print*): _____

Participant Signature: _____

Witness Name (*print*): _____

Witness Signature: _____