

FAIRVIEW SKI CLUB

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

By signing this document you will waive certain legal rights, including the right to sue.

TO: FAIRVIEW SKI CLUB

PLEASE READ CAREFULLY!

Name	Last	First	Initial
Address	Box Number		
	Town	Province	Code Phone
	Email		Emergency Contact

In this agreement, the term "skiing" shall include "snowboarding" and "snow bike skiing".

ASSUMPTION OF RISKS

I am aware that skiing involves many risks, dangers and hazards including, but not limited to: boarding riding and disembarking ski lifts; changing weather conditions; 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 skiing surface, changes or variations in the skiing surface or subsurface, 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; crevasses; impact with ski lift towers, snow making equipment, snow grooming equipment or other structures, objects or equipment used in connection with skiing or ski racing; roads, road-banks or cut banks, and fences; impact or collision with other skiers; avalanches; the failure to ski safely or within one's own ability or within designated areas; negligence of other skiers; and negligence on the part of Fairview Ski Club or its staff. I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and many are unmarked. I freely accept and fully assume all such risks, dangers and hazards 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 Fairview Ski Club accepting my application for a season pass and permitting my use of its ski lifts, ski runs, restaurants, parking and other facilities (hereinafter referred to as "the skiing facilities"), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Fairview Ski Club, and its directors, officers, employees, agents and representatives, (all of whom are hereinafter collectively referred to as "THE RELEASEES") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my use of or my presence on the skiing facilities due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.A. 1980, c. 0-3, ON THE PART OF THE RELEASEES;
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 skiing facilities;
3. This 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. The Agreement shall be governed by an interpreted in accordance with the laws of the Province of Alberta; and
5. Any litigation involving the parties to this Agreement shall be brought within the Province of Alberta.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by Releasees other than what is set forth in this Agreement.

It is understood and agreed that this Agreement shall not apply in respect of injuries resulting from mechanical breakdown or failure of ski lifts or tows, or any related equipment.

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.

Signed this _____ day of _____, _____.

Witness
Please print name clearly

Signature of Passholder
Please print name clearly
Signature of parent or guardian if applicant under 18 years

This agreement must be completed in full, signed, dated,