

TO BE USED FOR LISTED EVENT ONLY

This form may only be used once per person per season. Attending any other events will require registration with the BC Alpine Ski Association and Alpine Canada Alpin.

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
PLEASE READ CAREFULLY

APPROVED FOR USE AT THE FOLLOWING EVENT: "Hemlock Christmas Camp for New Members" on Dec 28-30, 2013

Participant's First and Last Name			
Address	Street		
	City	Province	Postal Code

TO: Alpine Canada Alpin and to Canadian Snowsports Association ("Releasees")
AND TO: PSO & CLUB NAME & RECREATIONAL AREA (Also called "Releasees")

DEFINITIONS

In this Agreement:

- a) the terms "Releasees" shall include Alpine Canada Alpin, Canadian Snowsports Association and their respective directors, officers, employees, agents and volunteers and the other entities identified above..

ASSUMPTION OF RISKS

I am aware that participation in (insert the event and date) involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; 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 skiing terrain which may create blind spots or areas of reduced visibility; changes or variations in the skiing surface or sub-surface, 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; cliffs, crevasses; snowcat roads, road-banks or cut banks; impact or collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; objects or equipment used in connection with skiing or ski-racing, impact or collision with other skiers, racers, spectators, participants, competitors, course officials; 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 THE RELEASEES. I AM ALSO AWARE THAT THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE EXIST THROUGHOUT THE SKI AREA AND THAT MANY ARE UNMARKED.**

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THIS EVENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of THE RELEASEES accepting my application to participate in this Event and permitting my use of the property, ski lifts, ski runs and trails, snowboard and terrain parks, race courses and other facilities (hereinafter referred to as "the skiing facilities"), 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 participation, 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.A. 1980, C. 0-3, AND **OCCUPIERS' LIABILITY ACT**, R.S.B.C. 1996, C.337 or equivalent Provincial legislation governing this event, 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 THE EVENT REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in this Event;
3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death;
4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta or the Province of British Columbia; and
5. That any litigation involving the parties of this Agreement shall be brought within the Province of Alberta or the Province of British Columbia.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of this Event, other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, 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 _____, year _____

Witness

Signature of Participant
Print name clearly
Signature of Parent / Guardian*
(* If participant under 18 in Alberta/19 in British Columbia)

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED AND WITNESSED BY US PRIOR TO PARTICIPATION.