



**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**

<b>Participant's First and Last Name</b>			
<b>Address</b>	<b>Street</b>		
	<b>City</b>	<b>Province</b>	<b>Postal Code</b>

**TO: Canadian Adaptive Snowsports, \_\_\_\_\_ (program name) and to CADS AND TO: (insert any other entity who requires Release) \_\_\_\_\_**

**DEFINITIONS** In this Agreement:

- a) The terms "Releasees" shall include (Canadian Adaptive Snowsports, \_\_\_\_\_ (program name) CADS and their respective directors, officers, employees, agents and volunteers.

**ASSUMPTION OF RISKS**

I am aware that participation in Adaptive Alpine Skiing and Snowboarding 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 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
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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.