

**MOUNT PAKENHAM SNOW SCHOOL**  
**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 OR CLAIM COMPENSATION**

**PLEASE READ THIS CAREFULLY, PLEASE PRINT CLEARLY ... This agreement must be completed in full, dated and signed by the Participant (or Parent/Guardian if Participant is under 18 years of age) before participating in any snow school program.**

**To: MOUNT PAKENHAM (1986) LTD. (hereinafter "Mount Pakenham")**

**"SNOW SCHOOL PROGRAM"** means all activities in any way related to or arising from lessons or instruction offered by Mount Pakenham, its agents, or employees whether or not such activities include skiing or snowboarding.

**ASSUMPTION OF RISKS**

I am aware that skiing and snowboarding involve inherent risks, dangers and hazards, including but not limited to, getting on, riding and disembarking ski lifts; failure of ski lifts; adverse weather conditions; variation or steepness in terrain; exposed rock, earth, ice or other natural objects: trees, tree wells, tree stumps, forest dead fall; the condition of snow or ice on or beneath the surface; changes or variations in the terrain which may cause blind spots or areas of reduced visibility; changes or variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult snow conditions; streams and creeks and exposed holes in the snowpack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks; impact or collision with lift towers, fences, snow making or snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; impact or collision with other skiers, snowboarders or snow tubers; the failure to ski/snowboard/snow tube safely or within one's own ability or within designated areas. **I AM AWARE THAT THESE RISKS, DANGERS AND HAZARDS EXIST THROUGHOUT THE SKI AREA AND THAT MANY ARE UNMARKED.**

**I ACKNOWLEDGE AND ACCEPT THAT THE ABOVE ARE RISKS ASSOCIATED WITH PARTICIPATION IN THE SNOW SCHOOL PROGRAM AND I FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF INJURY, DEATH, DISABILITY, PROPERTY DAMAGE AND LOSS RESULTING DIRECTLY OR INDIRECTLY THEREFROM. THE ASSUMPTION OF RISKS INCLUDE ANY DAMAGES ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THE LESSONS OR INSTRUCTIONS OFFERED AND/OR SUPERVISION OF PARTICIPANTS.**

**I ALSO ACKNOWLEDGE AND ACCEPT THAT IT IS MY EXCLUSIVE RESPONSIBILITY TO WEAR A HELMET OF THE APPROPRIATE SIZE AND TYPE AND I FULLY ASSUME ALL RISKS, INCLUDING THOSE REFERRED TO ABOVE AND THE POSSIBILITY OF INJURY, DEATH, DISABILITY, PROPERTY DAMAGE AND LOSS RESULTING DIRECTLY OR INDIRECTLY FROM THE FAILURE TO DO SO.**

**RELEASE OF LIABILITY AND WAIVER OF CLAIMS**

IN CONSIDERATION of MOUNT PAKENHAM accepting my application for snow school lessons and permitting the use of its ski lifts, runs and trails, snowboard and terrain parks, race courses, snow tubing run, restaurants, parking and other facilities (hereinafter "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 MOUNT PAKENHAM and its directors, officers, shareholders, employees, agents and representatives, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees"); **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that any person or entity may otherwise suffer and/or be entitled to claim for as a result of my participation in the snow school program, **INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY OR OTHER DUTY OF CARE 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 REFERRED TO ABOVE.**

**INDEMNITY AGREEMENT**

**I HEREBY AGREE AS FOLLOWS:**

- 1. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property or personal injury to any third party, resulting from my participation in the snow school program and due to any **NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE ON MY PART.**



**Initials here**

**Please see over...**

**MISCELLANEOUS**

1. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death, incapacity or disability;
2. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction; and,
3. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the courts of the Province of Ontario.
4. In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of skiing, snowboarding or the snow school program other than what is set forth in this Agreement.

**PERMISSIONS**

I give permission for the free use of my image in any photographs, videos or DVD's used for marketing or promotional purposes by Mount Pakenham. I also give my permission to Mount Pakenham to contact me by e-mail.

**BY SIGNING BELOW, I AGREE TO THE FOLLOWING ALPINE RESPONSIBILITY CODE AND LESSON INFORMATION:**

**ALPINE RESPONSIBILITY CODE**

1. Always stay in control. You must be able to stop, or avoid other people or objects.
2. People ahead of you have the right-of-way. It is your responsibility to avoid them.
3. Do not stop where you obstruct a trail or are not visible from above.
4. Before starting downhill or merging onto a trail, look uphill and yield to others.
5. If you are involved in or witness a collision or accident, you must remain at the scene and identify yourself to the Ski Patrol.
6. Always use proper devices to help prevent runaway equipment.
7. Observe and obey posted signs and warnings.
8. Keep off closed trails and closed areas.
9. You must not use lifts or terrain if your ability is impaired through use of alcohol or drugs.
10. You must have sufficient physical dexterity, ability and knowledge to safely get on, load, ride, disembark and unload lifts. If in doubt, ask the lift attendant.

**LESSON INFORMATION**

1. The reference age for the students' classification is the age on December 1st;
2. Lessons run rain or shine, please dress accordingly;
3. No reimbursement request will be accepted on any program. In the case of injury a credit on the remaining hours will be issued for the following season;
4. No lesson re-take or lesson transfer will be accepted in case of a no-show;
5. Class size is minimum 3, maximum 10. Classes with 1 or 2 students will result in a shorter lesson. We reserve the right to cancel programs due to lack of interest. In such case, the full amount of the registration will be refunded.
6. Late arrivals must search for their instructor with the help of a facilitator, Instructors cannot wait for late students and cannot extend the lesson to accommodate late students. Please be on-time;
7. Disruptive students will be removed from the lesson; No lesson re-take will be offered; disruptive students will sit with a facilitator or parents will be notified



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**I ACKNOWLEDGE THAT I HAVE BEEN PROVIDED WITH ADEQUATE TIME TO READ THIS AGREEMENT AND ASK QUESTIONS PRIOR TO SIGNING IT. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY OTHERWISE HAVE AGAINST THE RELEASEES.**

Email Address: \_\_\_\_\_ Res #: \_\_\_\_\_

Emergency contact name: \_\_\_\_\_ Mobile Phone number: \_\_\_\_\_

**(please print)**

Participant Name(s)	Date of Birth	Date Signed	Parent/Guardian Signature
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____