

# 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 THIS CAREFULLY**

Initial Here

**PLEASE PRINT CLEARLY** ... This agreement must be completed in full, dated and signed by the Passholder, and Witnessed, before a Pass may be issued.

<b>Passholder's Name</b>	FIRST	LAST
<b>Address</b>	STREET	
	CITY	PROV. CODE
	DATE OF BIRTH	m m d d y y
HOME PHONE #	WORK PHONE #	EMAIL
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**To: MOUNT PAKENHAM (1986) LTD.**

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

**ASSUMPTION OF RISKS**

I am aware that skiing involves many inherent risks, dangers and hazards, including but not limited to, boarding, riding, and disembarking ski lifts; failure of ski lifts; changing 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; negligence of other skiers/snowboarders/snow tubers and; NEGLIGENCE ON THE PART OF MOUNT PAKENHAM OR ITS STAFF INCLUDING THE FAILURE ON THE PART OF MOUNT PAKENHAM AND ITS STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING/SNOWBOARDING/SNOW TUBING. 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 SKIING, SNOWBOARDING AND SNOW TUBING AND 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 MOUNT PAKENHAM (1986) LTD. accepting my application for a Ski/Snowboard/Snow Tubing Pass and permitting the use of their ski lifts, runs and trails, snowboard and terrain parks, race courses, snow tubing run, 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 MOUNT PAKENHAM (1986) LTD. and its directors, officers, 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 my next of kin may suffer as a result of my use of or my presence on the skiing facilities or travel beyond the ski area boundary, due to any cause whatsoever, **INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY OR OTHER DUTY OF CARE INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT, 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 SKIING/SNOWBOARDING/SNOW-TUBING REFERRED TO ABOVE;**

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 or travel beyond the ski area boundary;
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. 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
5. 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.

**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 email.

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/snow tubing other than what is set forth in this Agreement.

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

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 month \_\_\_\_\_ day \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Signature of Passholder

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Parent /Guardian if Passholder is under 18 years of age

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Print Name of Witness

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Print Name of Parent/Guardian