

**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**

INITIAL

COMPETITION RELEASE FORM: PLEASE READ CAREFULLY

TO: **MOUNT PAKENHAM (1986) Ltd., Directors, Officers, Employees, Volunteers, Guides, Agents, Representatives, Successors, Assigns and all those in law for whom they are responsible. (All of the foregoing shall be hereinafter referred to as "ski area operator").**
AND TO: The Ontario Snowboard Association (O.S.A.), the Canadian Snowboard Association (C.S.A.), and all of its members, volunteers, suppliers and its sponsors and all event organizers, volunteers, officials, suppliers and sponsors of Mount Pakenham competitions (all of the foregoing shall be hereinafter referred to as "the Sponsors").

Name	Last	First	
Address	Street		
	City	Prov.	Postal Code
	Email	Phone #	

In this agreement, the term "skiing" shall include "snowboarding", "telemark skiing", "snowshoeing", "x-country skiing", "snow tubing", and any activities offered by or associated with "the Sponsors".

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; failure of ski lifts; changing weather conditions; variation or steepness; 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 snowboarding terrain which may create blind spots or areas of reduced visibility; changes or variations in the snow surface or sub-surface, including but not limited to man-made jumps; changes due to man-made or artificial creeks; cliffs; crevasses; snow cat roads, road-banks or cut banks; impact or collision with lift towers, fences, snow making equipment, snow grooming equipment, snow cats, snowmobiles or other vehicles, equipment or structures; negligence of other skiers; and NEGLIGENCE ON THE PART OF MOUNT PAKENHAM AND THE SPONSORS AND THEIR STAFF TO SAFEGARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING. I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and many are unmarked. I am also aware that my participation in any of the activities offered by or associated with Mount Pakenham Events exposes me to additional and enhanced risk of serious personal injury and death. **I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting there from due to any cause whatsoever and without limitation.** INITIAL _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of MOUNT PAKENHAM AND THE SPONSORS accepting my application and permitting my participation in the Event, the use of its ski lifts, ski runs and trails, equipment and terrain parks, race courses 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 and its directors, officers, employees, agents and representatives, and the Sponsors (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, 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 due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OR ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS' 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 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;
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.

Photo/Video/DVD Release: 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 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 _____, (year).	Signature of Participant
Witness signature	Signature of parent or guardian if applicant is under 18 years
Please print name clearly	Please print name clearly