

**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**

Name				
Address		Street	City	
		Province	Postal Code	email
Phone		Birth Date	Event Name	Resort Name

TO: Ski Aseissippi Ltd. and Ski Aseissippi Limited Partnership DBA Aseissippi Ski Area & Resort
AND TO: THE SPECIAL EVENT OR RACING ACTIVITY SPONSORS

DEFINITIONS

In this agreement:

- a) the term "Special Event" shall include all skiing, snowboarding or cycling activities, events or services provided, arranged, organized, conducted, sponsored or authorized by Ski Aseissippi Ltd. and Ski Aseissippi Limited Partnership DBA Aseissippi Ski Area & Resort and shall include, but is not limited to, ski and snowboard camps, competitions, demonstrations, terrain parks, descents, tours, orientation and instructional courses, seminars and sessions, and other such activities, events and services in any way connected with or related to Ski Aseissippi Ltd. and Ski Aseissippi Limited Partnership DBA Aseissippi Ski Area & Resort;
- b) the term "Racing Activity" shall include all skiing, snowboarding or cycling activities, races or associated services provided, arranged, organized, conducted, sponsored or authorized by Ski Aseissippi Ltd. Partnership and shall include, but is not limited to, race ski and snowboard camps, gate training, free-skiing, speed trials, competitions, demonstrations, terrain parks, descents, tours, orientation and instructional courses, seminars and sessions, and other such activities, races and associated services in any way connected with or related to Ski Aseissippi Ltd. and Ski Aseissippi Limited Partnership DBA Aseissippi Ski Area & Resort ;
- c) the term "Special Event or Racing Activity Sponsors" shall include any ski area operators, back-country operators, associations, institutions, corporations and individuals who provide or make available facilities, premises, products or services to Ski Aseissippi LTD Partnership, or who is associated with a "Special Event" or "Racing Activity" as an organizer, promoter, sponsor or advertiser; and
- d) the terms "Releases" and "Ski Aseissippi Ltd. and Ski Aseissippi Limited Partnership DBA Aseissippi Ski Area & Resort." shall include Ski Aseissippi Ltd. and Ski Aseissippi Limited Partnership DBA Aseissippi Ski Area & Resort., as applicable, together with the "Special Events or Racing Activity Sponsors" and together their respective directors, officers, employees, agents, guides, volunteers, independent contractors, subcontractors, representatives, successors and assigns.

In this agreement, the term "skiing" shall include race training," snowboarding," and "telemark skiing".

ASSUMPTION OF RISKS

I am aware that participation in a Special Event or Racing Activity 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; 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; impact or collision with other skiers; 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 OR SKI ASEISSIPPI LTD PARTNERSHIP OR IT'S STAFF INCLUDING THE FAILURE ON THE PART OF THE RELEASEES OR SKI ASEISSIPPI LTD PARTNERSHIP AND ITS STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN A SPECIAL EVENT OR RACING ACTIVITY.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SPECIAL EVENTS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBLITY 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 a Special Event or Racing Activity and permitting my use of their 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 in a Special event or Racing Activity, 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.B.C. 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 SAFEGAURD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SPECIAL EVENTS 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 a Special Event or Racing Activity;
- 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 or incapacity;

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 the Special Events or the Racing Activity, 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 is under 18 years of age)
