

**RELEASE OF LIABILITY AGREEMENT, 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!**

Initials

HORSESHOE RESORT 2019-2020 PROGRAMS, LESSONS AND EVENTS WAIVER

Name	Last	First	Initial
Address	Street (Inc. Apt #)		
	City	Province	Postal Code
Birthdate	Day	Month	Year
			Phone #:
Parent/Guardian Name (if Participant is under 18)	Last		First

TO: Skyline Horseshoe Valley Inc., Skyline Hotels and Resorts Inc. and any subsidiary, associated, affiliated and controlled companies, and their respective directors, officers, employees, agents, volunteers, independent contractors, representatives, successors, and assigns (the "Ski Area Owners and Operators"), AND TO: the event owners, operators and sponsors, if applicable.

DEFINITIONS

1. In this agreement, the following terms will have the corresponding meanings:
 - (a) **"Snow Sliding Activities"** shall include but is not limited to Nordic, snowshoeing, tubing, skating, skiing and snowboarding lessons, events, competitive programs, competitions, races and training, arranged, organized, conducted, sponsored or authorized by the EVENT OWNERS AND OPERATORS. "skiing" and "snowboarding" shall include all types of alpine snow sports permitted by Skyline Horseshoe Valley Inc., or Skyline Hotels & Resorts Inc.
 - (b) **"Me", "Myself" and "I"** means the adult being at least 18 years old, accepting these terms on behalf of myself and, if applicable, on behalf of a minor and/or other person; and
 - (c) **"Participant"** means the person actually taking part in the Snow Sliding Activities.

ACKNOWLEDGEMENT

2. I understand that helmets are intended to help reduce risk of serious head injury, however cannot completely eliminate or prevent this risk. I recognize that helmets do not prevent injury to the wearer's face, neck or spinal cord.
3. I warrant and represent that I/Participant is in good health and that there are no special needs associated with the care of Me/Participant that have not been listed on the registration form.
4. I understand that as a part of My/Participant's participation in the Snow Sliding Activities, My/Participant's photograph may be taken by a representative Skyline Hotels and Resorts Inc., Skyline Horseshoe Valley Inc, or any media that may be present and that My/Participant's photograph may be used in promotional advertising or media coverage of the Snow Sliding Activities. This constitutes authorization to use My/Participant's image for such purposes.

Initials

SIGNING ON BEHALF OF FAMILY MEMBERS

5. I understand and agree that by accepting this Agreement on behalf of a Participant other than Myself, I warrant that I am authorized to execute this Agreement as a parent or legal guardian of the Participant, and/or I have the express authority and permission from the Participant to accept the terms of this Agreement on his or her behalf, and that I am responsible for any claims brought by the Participant, as further set forth herein.

ASSUMPTION OF RISKS

6. I am aware that participation in the Snow Sliding Activities involves many risks, dangers and hazards including but not limited to: snowboarding, skiing; cuts from skate blades, falling from, or being struck by, lifts while boarding, riding and disembarking; changing weather conditions; exposed rock, earth, ice and other natural objects; trees, tree stumps, tree wells and forest deadfall; the condition of snow or ice on or beneath the surface; changes or variations in the terrain which may create 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; collision with lift towers, fences other equipment or natural or manmade structures; collision with other skiers, snowboarders, spectators and other event personnel or structures; collision with snowmobiles, snowmaking and snow grooming equipment; slips trips or falls; improper first aid assistance; the failure to ski safely or within one's own ability; falls during lessons, programs or events; falls from use of features in Freestyle or other terrain and maneuvers I may carry out in Freestyle or other terrain; negligence of other skiers and snowboarders, and **NEGLIGENCE ON THE PART OF THE SKI AREA OWNERS AND OPERATORS OR ITS STAFF, INCLUDING THE FAILURE ON THE SKI AREA OWNERS AND OPERATORS OR ITS STAFF TO SAFEGUARD OR PROTECT ME/PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF THE SNOW SLIDING ACTIVITIES.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and many are unmarked.
7. **I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE SNOW SLIDING ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE CAUSED BY OR AS A RESULT OF MY/PARTICIPANT'S PARTICIPATION IN THE SNOW SLIDING ACTIVITIES.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

8. In consideration of the SKYLINE HOTELS AND RESORTS INC, SKYLINE HORSESHOE VALLEY INC., EVENT OWNERS AND OPERATORS and the SPONSORS accepting My/Participant’s application to participate in Snow Sliding Activities and at all times during the 2018/2019 winter season permitting My/Participant’s use of their property, premises, parking and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree:

a) **TO WAIVE ANY AND ALL CLAIMS** that I/Participant have or may in the future have against Skyline Hotels and Resorts Inc., Skyline Horseshoe Valley Inc. and their respective directors, officers, employees, agents, volunteers, independent contractors, representatives, successors and assigns (collectively hereinafter referred to as the “RELEASEES”) and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury including death, or expense that I/Participant may suffer, or that My/Participant’s next of kin may suffer, either directly or indirectly, as a result of My/Participant’s participation in Snow Sliding Activities and My/Participant’s use of or My/Participant’s presence on the facilities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWNED UNDER THE OCCUPIERS’ LIABILITY ACT, R.S.O. 1990, c.O.2, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME/PARTICIPANT FROM THE RISKS, DANGERS, AND HAZARDS OF THE SNOW SLIDING ACTIVITIES.**

- b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the Releasees resulting from My participation in the Snow Sliding Activities and my use of the premises and facilities;
- c) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense caused to or by my minor child, resulting from his or her participation in the Snow Sliding Activities;
- d) That this Agreement shall be effective and binding upon My/Participant’s heirs, next of kin, executors, administrators, assigns and representatives, in the event of My/Participant’s death or incapacity;
- e) That this Agreement be governed by and interpreted in accordance with the laws of the Province of Ontario;
- f) That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario; and
- g) In entering into the Agreement I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in the Agreement.

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 AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this ____ day of _____, _____.

Print Name of Participant or Parent/Guardian’s if Participant is under 18 years of age:	Signature of Participant or Parent/Guardian’s if Participant is under 18 years of age:
Print Name of Witness:	Signature of Witness:

THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED AND WITNESSED BY US PRIOR TO PARTICIPATING IN ANY SNOW SLIDING ACTIVITIES.

Privacy Notice: Horseshoe Valley and Skyline respect your privacy. Any personal information we collect is used only to develop products, services and offers, communicate with our customers and complete the transactions that ultimately deliver our products and services to you. Your personal information is not shared, without your consent, with third parties for the purpose of marketing or selling their products or services. For more information, please go to www.horseshoeresort.com/privacy-policy