

636697 Ontario Limited O/A Scenic Caves Nordic Centre Season Pass Liability Waiver 2018-2019 Season

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY!**

TO: Scenic Caves Nordic Centre and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees")

Name	Last	First	Initial
Address	Street	City	Prov Postal Code
	Phone #	Would you like to receive info by email?	Email:

In this agreement, the term "skiing" shall include "tobogganing", "biathlon" and "snowshoeing"

ASSUMPTION OF RISKS

I am aware that skiing involves many risks, dangers and hazards including, but not limited to: changing weather conditions; 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 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 conditions or cut-banks; fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; negligence of other skiers; **and NEGLIGENCE ON THE PART OF RELEASEES. INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many hazards are unmarked. I freely accept and fully assume all such risks, dangers and hazards and the possibility 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 for seasons pass and permitting my use of its ski runs and trails, toboggan and terrain parks, race courses restraints, day lodge and other ski area facilities (hereinafter "the 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 use of or my presence on the facilities 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 APPLICABLE OCCUPIERS LIABILITY LEGISLATION ON THE PART OF THE RELEASEES, TO TAKE REASONABLE STEPS 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 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.

In entering into this agreement I am not relying upon any oral or written representations or statements made by the Releasees with the respect to the safety of skiing other than what is set forth in this Release Agreement.

The Season Pass issued to the Pass holder is the property of Scenic Caves Nordic Centre, is not transferable, not for resale and is revocable for misconduct or breach of the Nordic Responsibility Code.

I HAVE READ AND UNDERSTAND THIS RELEASE 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.

Signature of Passholder or Passholder Guardian _____ Date: _____	Please Print Name Clearly _____
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Membership includes: Unlimited cross country skiing or snowshoeing for the 2018-2019 season plus 2 (1 day) guest trail passes (does not apply to youth pass sales)

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| <input type="checkbox"/> Couples Membership (2 adults) | Partner's Name _____ |
| <input type="checkbox"/> Additional Family Members (8-17) | |
| <input type="checkbox"/> Adults (18 yrs and up) | Family Members 1) _____ |
| <input type="checkbox"/> Youth (8-17) | 2) _____ |
| <input type="checkbox"/> Seniors (65+) | TOTAL \$ _____ |
| | Paid by CC/Cash/Cheque _____ |

Early Bird Rates available until December 2, 2018

