

LOVE TO SKI CLUB INC. ACTIVITIES

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT

(hereinafter the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE *OCCUPIERS LIABILITY ACT* OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

Initial Here

**HELMETS ARE MANDATORY FOR ALL PARTICIPANTS UNDER AGE 19
HELMETS ARE STRONGLY RECOMMENDED FOR EVERYONE**

In this Release Agreement the term "Snow School Activities" includes skiing, snowboarding, snowshoeing, skiing and snowboarding lessons, orientation or instructional sessions, guided ski and snowboard tours and clinics, competitions and events, access to the ski area and use of all facilities including lifts, buses and all Love to Ski Club Inc trips.

TO: Love to Ski Club Inc. and their respective directors, officers, employees, ski and snowboard instructors, guides, volunteers, agents, independent contractors, subcontractors, representatives, sponsors, successors and assigns (hereinafter collectively the "Releasees").

ASSUMPTION OF RISKS

I agree to assume all risks, dangers and hazards of participating in Snow School Activities including, but not limited to: boarding, riding and disembarking ski lifts; loss of balance or control; slips, trips and falls; collision or impact with natural or man-made objects or with other persons; becoming lost or separated from one's party; failure to act safely or within one's own ability or to stay within designated areas; travel within or beyond the ski area boundaries; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct contact; and negligence on the part of the Releasees. I understand that negligence includes failure on the part of the Releasees to take reasonable steps to safeguard or protect me from or warn me of the risks, dangers and hazards of participating in all Snow School Activities.

RELEASE OF LIABILITY

I agree to waive any and all claims and to release the Releasees for any and all liability from any loss, damage, expense or injury, including death, that I may suffer as a result of participating in Snow School Activities, 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* on the part of the Releasees. I understand that negligence includes failure on the part of the Releasees to take reasonable steps to safeguard or protect me from or warn me of the risks, dangers and hazards of participating in Snow School Activities. I agree that any litigation involving the Releasees shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario. I further agree that these conditions and any rights, duties and obligations of the Releasees shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction.

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL SUBSEQUENT
SNOW SCHOOL ACTIVITIES
LOVE TO SKI CLUB INC'S LIABILITY IS EXCLUDED BY THIS RELEASE AGREEMENT**

Print Name of Participant

Print Name of Witness

Signature of Participant

Signature of Witness

Date:

Date:

Name Preferred Pronouns

Address City P Code

Phone# Cell# Email

Emergency Contact Name phone cell

****Lift ticket prices are not included and vary between clubs****

Bus: ☐ **Self Drive:** ☐ (please select pick up location and Day)

Wednesday ☐ Thursday ☐ (Please note the Halton bus only operates on Thursdays)

Bayview ☐ Hwy 400/King ☐ Hwy 400/#9 ☐ Oakville ☐ Georgetown ☐ Erin ☐

SnowSchool Program (6 weeks)

Select a Day: Wednesday ☐ Thursday ☐

- Ability ☐ intermediate low - skiing green runs
- ☐ intermediate high - skiing blue and green runs comfortably
- ☐ Advanced - skiing blue and some black runs
- ☐ Expert - comfortable on any runs

	Before Dec. 15	After Dec. 15
Annual Membership:	\$175	\$190
Bus:	\$395	\$420
Half Day Lessons - 9 hours:	\$295	\$325
Full Day Lessons - 18 hours:	\$495	\$525
subtotal of programs		
HST 13%		
Total		

Payment can be made by:

etransfer to lovetoskiclub@gmail.com

cheque mailed to 'Love to Ski Club'

Cancellation/Refund Policy: Our Membership fee is non-refundable. Program and bus refunds are available prior to December 15th. After December 15th no individual refunds. Covid Exemption: If Love to Ski Club is not able to operate all of our 6 weeks of ski days due to Covid 19 closures or government imposed restrictions, Love to Ski Club will prorate refunds for the remaining days. Love to Ski Club also has the right to extend our program past the scheduled 6 weeks to make up for any cancelled days.

Initial Here

Risk Awareness: I acknowledge that I am in good health and in sufficient physical condition to participate in to Love to Ski Club Inc's Activities. I voluntarily choose to participate in and expressly assume all risks and dangers of the activities and the possibility of personal injury, illness and property damage.

Initial Here

I give permission for the free use of my image in any photographs or videos for the purpose of marketing and promotions by the Love to Ski Club Inc.

Initial Here

Note: Signed waiver must accompany your membership application.