



winSPORT CANADA

# SKI & SNOWBOARD WAIVER

\*ALL ADULTS MUST FILL OUT THEIR OWN WAIVER\*

**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 OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

Initials

**PLEASE READ CAREFULLY**  
**COMPLETE SECTIONS 1 THROUGH 6**

TO: CALGARY OLYMPIC DEVELOPMENT ASSOCIATION (hereinafter referred to as the "SKI AREA OPERATOR")

<b>Name</b>	Last	First	Initial
<b>Address</b>	Street		
	City	Province	Postal Code

In this agreement, the term "skiing" shall include "skiing", "snowblades", "snowboarding", "telemark skiing" and "cross-country skiing".

### ASSUMPTION OF RISKS

I am aware that skiing, snowboarding, participation in snow school lessons, clinics, camps and sessions involve 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 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; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road banks or cut backs; collision with lift towers, fences, snowmaking equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; collision with other persons; loss of balance or control; the failure to act safely or within one's own ability or to stay within designated areas; negligence of other skiers, snowboarders and other persons; and NEGLIGENCE ON THE PART OF THE SKI AREA OPERATOR OR ITS STAFF, INCLUDING THE FAILURE ON THE PART OF THE SKI OPERATOR OR ITS STAFF TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING AND SNOWBOARDING. I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and many are unmarked.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SKIING AND SNOWBOARDING, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

HELMETS I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

### RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the SKI AREA OPERATOR accepting my application for a season pass or express card, and permitting my use of the lifts, runs, trails, terrain parks, race courses, restaurants, day lodges, parking, access roads and other facilities (hereinafter referred to as "the facilities"), and my participation in snow school lessons, clinics, camps and sessions, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future, against the SKI AREA OPERATOR and its directors, officers, employees, agents, representatives, sponsors, successors and assigns (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 to kin may suffer, resulting from either my use of or my presence on the facilities or travel beyond the ski area boundary, 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 ANY APPLICABLE OCCUPIERS' LIABILITY LEGISLATION ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING AND SNOWBOARDING REFERRED TO ABOVE;
- 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, or travel beyond the ski area boundary;
- 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;
- That 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 Alberta and no other jurisdiction; and
- That any litigation involving the parties to this Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

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

It is understood and agreed that this Agreement shall not apply in respect of injuries resulting from mechanical breakdown or failure of ski lifts, tows, or any related equipment.

I CONFIRM THAT I HAVE READ THIS AGREEMENT AND UNDERSTAND, AND 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 \_\_\_\_\_, 20\_\_\_\_.

PRINTED NAME OF PASS HOLDER/Parent Name \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ SIGNATURE OF PASS HOLDER \_\_\_\_\_  
 Children/Dependent - Signature of parent or guardian required if applicant(s) is/are under 18 years of age. (or parent/legal guardian if under 18)

Printed PASS HOLDER Name	Date of Birth	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

### REFUND INSURANCE OPTION

I am fully aware of the season pass/membership refund option policy and have chosen to: (PLEASE CHECK THE APPLICABLE RESPONSE)

Accept  Decline

### WITNESS MUST BE OVER THE AGE OF 18

WITNESS SIGNATURE _____	PRINT NAME _____
ADDRESS _____	PHONE _____