

**Peace River Ski Club Slush Cup Waiver**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
(hereinafter referred to as the "Release 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!**

*This Release Agreement shall apply to all subsequent pass & card renewals.*

INITIAL

**TO: Peace River Ski Club** and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

<b>Name</b>	Last	First	Initial
<b>Address</b>	Street	City	Prov/State
	Postal Code	Telephone	AGE: /D.O.B.

**ASSUMPTION OF RISKS**

I am aware that skiing, snowboarding, participating in snow school lessons, clinics and sessions, and all recreational activities including Slush Cup on our property 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; variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; encounters with domestic and wild animals including dogs and bears; collision with other persons; loss of balance or control; slips, trips and falls; accidents during snow school lessons; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; negligence of other persons; sudden deceleration within the slush cup, impact with the bottom of slush cup or ski/board gear, collision with the walls of the slush cup, being subjected to sudden temperature change as a result of riding across or falling into the slush cup 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 THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist throughout and beyond 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, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.** I understand that helmets for those under 18 years of age is mandatory.

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

In consideration of the Releasees accepting my application for participating in Slush Cup permitting my use of the lifts, ski runs, trails, terrain parks, race courses, restaurants, day lodge, parking, access roads and other ski area facilities (hereinafter "the premises"), 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 premises 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 THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS 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 premises, participation within slush cup or travel beyond the ski area boundary;
3. This Release 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 Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Alberta and no other jurisdiction; and
5. Any litigation involving the parties to this Release 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 Release Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of skiing or snowboarding other than what is set forth in this Agreement.

The Slush Cup ticket issued to the participant and is the property of the Peace River Ski Club, is not transferable, not for resale and is revocable for misconduct or breach of the Alpine 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.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature of Witness
Please print name clearly

Signature of Participant
Please print name clearly
Signature of Parent or Guardian if participant is under 18 years