

 Please read this section carefully.



PHONE #:

FAMILY NAME:

ASSUMPTION OF RISKS

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS & INDEMNITY AGREEMENT

As a condition of use of the resort facilities, I assume all risk of personal injury, death or property loss resulting from any cause whatsoever including but not limited to: the risks, dangers and hazards of skiing, snowboarding, tubing, tobogganing, snowshoeing, skating, hiking and other recreational activities; the use of ski lifts, carpet lifts, tube tows, ski runs, trails, tube parks, terrain parks, paths, walkways, parking lots and other facilities; collision or impact with natural or man-made objects or with other persons; slips, trips and falls; accidents during snow school lessons; changes or variations in the terrain, including man-made snow, variable and difficult snow or ice conditions; being ejected from tubes; travel within or beyond the area boundaries; or negligence, breach of contract, or breach of statutory duty of care on the part of Snow Valley Resort and their associated companies and subsidiaries, and their respective directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, volunteers, sponsors, successors and assigns (hereinafter collectively referred to as the "Ski Area Operator"). I agree that the Ski Area Operator shall not be liable for any such personal injury, death or property loss and release the Ski Area Operator and waive all claims with respect thereto. Any litigation involving the Ski Area Operator shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario. These conditions and any rights, duties and obligations involving the Ski Area Operator shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction.

In consideration of my being permitted to take part in activities offered in and, being granted access to the property and use of the facilities of Snow Valley Resorts (1987) Ltd., I HEREBY AGREE AS FOLLOWS:

- 1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Snow Valley Resorts (1987) Ltd., its directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as "Snow Valley");
 - 2. TO RELEASE SNOW VALLEY** from any and all liability for any loss, damage, injury or expense that I may suffer or that my next of kin may suffer as a result of my use of Snow Valley's property and facilities, due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF SNOW VALLEY;
 - 3. TO HOLD HARMLESS AND INDEMNIFY SNOW VALLEY** from any and all liability for any property damage or personal injury to any third party, resulting from my use of Snow Valley's property and facilities; and
 - 4. THAT THIS AGREEMENT SHALL BE EFFECTIVE AND BINDING** upon my heirs, next of kin, executors, administrators, and assigns, in the event of my death. It is understood and agreed that this Agreement shall not apply in respect to injuries resulting from mechanical breakdown or failure of ski lifts or tows, or any related equipment, resulting from negligence of Snow Valley (1987) Ltd., its employees, agents and representatives.
- I have read and understood this Agreement prior to signing it, 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 assigns may have against Snow Valley.

THIS AGREEMENT MUST BE SIGNED BY EACH ADULT APPLICANT BEFORE A PASS CAN BE ISSUED. A PARENT OR GUARDIAN MUST SIGN ON BEHALF OF EACH APPLICANT UNDER THE AGE OF 18.

Signed: _____ Date: _____ MONTH | DAY | YEAR Witness: _____

Signed: _____ Date: _____ MONTH | DAY | YEAR Witness: _____

Parent/Guardian: _____ Date: _____ MONTH | DAY | YEAR Witness: _____

Important Policies for Passholders:

- 1. Forgotten Pass.** If you forget your pass, our Information Services staff will issue you a complimentary ticket for the first time only. If you forget your pass a second time you will have to purchase a regular priced lift ticket.
- 2. Lost Pass.** If you lose your pass, let Information Services know right away. It may have been found and turned in. In the interim we will provide one complimentary ticket. We will replace your pass for a \$25.00 administration fee.
- 3. Pass Fraud.** Should a "forgot pass" ticket or pass be found on a person other than the pass-holder to whom it was issued the pass-holder in question will have their pass revoked without refund.

PASSHOLDER INITIALS