

# Snow Valley Resorts (1987) Ltd. SPECIAL EVENT RELEASE

## RELEASE OF LIABILITY WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the "Release Agreement") AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

### Please Read Carefully!

**EVENT:** **Spring Fling 2019 (hereinafter referred to as "the Event")**

**NAME OF PARTICIPANT:** (print clearly) \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**DATE OF BIRTH:** (dd/month/yyyy) \_\_\_\_\_

**TO:** **Snow Valley Resorts (1987) Ltd. (hereinafter referred to as "the Ski Area")**

I am aware that the Event has, in addition to the usual dangers and risks inherent in the sport of snow skiing, certain additional dangers and risks including, but not limited, the danger and risk of collision with natural and man-made objects and with other skiers and spectators, and I freely accept and fully assume all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom.

In consideration of the Ski Area permitting my participation in the Event 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 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 REFERRED TO ABOVE;

2. TO RELEASE THE RELEASEES 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 participation in the Event due to any cause whatsoever, INCLUDING ANY NEGLIGENCE ON THE PART OF THE RELEASEES:
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party, resulting from my participation in the Event.
4. THAT this Release of Liability shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death.

I am of the full age of 18 years and I have read and understand this Release of Liability prior to signing it, and I am aware that by signing this Release of Liability I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators and assigns may have against the Releasees.

Signed this \_\_\_\_\_ day of March 2019 .

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Parent/Guardian (If under the age of 18 years)

\_\_\_\_\_  
Printed Name of Parent/Guardian

\_\_\_\_\_  
Witness

**THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED, SIGNED BY THE PARTICIPANT and/or PARENT/GUARDIAN (if under 18 years), AND WITNESSED, BEFORE THE PARTICIPANT WILL BE PERMITTED TO PARTICIPATE IN THE EVENT.**