

**Ski in School Waiver
NOTE TO PARENT/GUARDIAN AND STUDENT**

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

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.**

PLEASE READ CAREFULLY!

INITIAL_____

To: Wentworth Valley Developments Limited, doing business as Ski Wentworth, and their affiliated companies and subsidiaries (herein referred to as the Ski Area Operator)

In this agreement, the term "skiing" shall include "snowboarding" & "snowblading", and "we" shall refer to participating student member and his/her parent(s)/guardian(s)/agent(s).

ASSUMPTION OF RISKS – I am aware that mountain sports involve many inherent risks, dangers, and hazards, including but not limited to boarding, riding and disembarking ski lifts; failure of ski lifts; changing weather conditions; variation or steepness in terrain; exposed rocks, earth, ice, trees or other natural objects; the condition of snow or ice on or beneath the skiing surface; changes or variations in the skiing surface or subsurface, including changes due to human-made snow; streams and creeks, and exposed holes in the snowpack above streams or creeks; impact with ski lift towers or snow making or snow grooming equipment or other structures or objects used in connection with any mountain sports; impact or collision with other mountain sport participants; the failure to stay within one's own ability and/or designated areas while participating in mountain sports; negligence of other mountain sport participants and **NEGLIGENCE ON THE PART OF THE SKI AREA OPERATOR OR ITS STAFF, INCLUDING THE FAILURE ON THE PART OF THE SKI AREA OPERATOR OR ITS STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that risks, dangers and hazards referred to above exist throughout the ski area and that many are unmarked

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN MOUNTAIN SPORTS AND I FULLY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the SKI AREA OPERATOR ACCEPT permitting me to participate in mountain sports, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the SKI AREA OPERATOR and its directors, shareholders, employees, contractors, subcontractors and all associations, corporations, sponsors, successors and individuals who provide or make available facilities, premises or services for Wentworth Valley Developments Limited and their directors, employees and contractors (all of whom are hereinafter referred to collectively as "THE RELEASEES") and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer during my participation in any mountain sport, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF COMPETITIONS AND/OR TRAINING SESSIONS;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from all costs, damages or expenses that may be suffered by any child for whom I have signed this form as parent or guardian.

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 any mountain sports

4. 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.

5. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia;

6. That any litigation involving the parties to this Agreement shall be brought within the Province of Nova Scotia.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to all mountain sports, other than what is set forth in this Agreement.

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

Rental Liability

**PLEASE READ CAREFULLY
Liability Release Agreement**

1. I accept for use as is the equipment listed on this form, and accept full responsibility for the care of the equipment while it is in my possession.
2. I will be responsible for the replacement at full retail value of any equipment rented under this agreement, but not returned to, Wentworth/Crabbe Mountain.
3. I agree to hold harmless and indemnify Wentworth/Crabbe Mountain, and its owners, agents and employees, as well as the manufacturers and distributors of this equipment for any loss or damage, including any that results from claims for personal injury, death or property damage related to the use of this equipment.
4. The equipment dealt with in this contract is to be used by the undersigned skier/snowboarder/snowblader only and I agree to reimburse and hold harmless Wentworth/Crabbe Mountain for any loss or damage when used by another skier/snowboarder/snowblader not specifically authorized on this form.
5. A helmet cannot protect against all foreseeable impacts. Skiing and snowboarding can expose the user to forces which exceed the limits of protection offered by any helmet, and helmets do not guard against injury to the neck, spine, face or any other part of the body.
6. I understand that there are inherent and other risks involved in the sport for which this equipment is to be used, alpine skiing/snowboarding/snowblading/telemarking/cross country/snowshoeing, that injuries are a common and ordinary occurrence of the sport, and I freely and voluntarily assume those risks.
7. I hereby release from any legal liability Wentworth/Crabbe Mountain and its owners, directors, officers, volunteers, instructors, agents, employees, manufacturers and distributors from any and all liability for damage and injury or death to myself or to any person or property resulting from the selection, installation, adjustment, maintenance or use of this equipment and for any claim based upon negligence, breach of warranty, contract, claim or product defect, or other legal theory, accepting myself, the full responsibility for any and all such damages or injury which may result.
8. I have made no misrepresentations to Wentworth/Crabbe Mountain in regard to my height, weight, age or skier type.
9. Skiers-I understand that the ski-boot-binding system will not release at all times or under all circumstances, nor is it possible to predict every situation in which it will release.
*It is therefore no guarantee for my safety.
10. Snowboarders-I am aware that snowboarding involves certain inherent risks, dangers and hazards. I am also aware that unlike Alpine Ski Boot/Binding systems, Snowboard Boot/Binding ARE NOT DESIGNED OR INTENDED TO RELEASE, nor is it possible to predict every situation in which it will release. *It is therefore no guarantee for my safety.
11. I hereby release and indemnify Wentworth/Crabbe Mountain and its owners, agents, employees, manufacturers and distributors, from any and all liability for damage, injury or death to my undersigned child or to any person or property resulting from the selection, installation, adjustment, maintenance or use of this equipment and for any claim based upon negligence, breach of warranty, contract, claim or product defect, or other legal theory, accepting myself the full responsibility for any and all such damages or injury which may result.

I have reviewed the Alpine Responsibility Code with my son/daughter. My son/daughter will abide by the ski in school guidelines, as set out by the governing school board.

ACTIVITY STUDENT TO PARTICIPATE IN Check One

Skiing Snowboarding Snowblading

ABILITY SKIER TYPE (Alpine Skiing Only) Check One

- Type I** New Skier. Ski conservatively. Prefer slow speeds. Prefer easy, moderate slopes. Favor lower than average release/retention settings. This corresponds to an increased risk of inadvertent binding release in order to gain increased release capability in a fall.
- Type II** Ski moderately. Prefer a variety of speeds. Ski on a varied terrain, including most difficult trails. All skiers who do not meet all descriptions of either Type I or Type III.
- Type III** Ski aggressively. Normally ski at higher speed. Prefer steeper and more challenging terrain. Favor higher than average release/retention settings. This corresponds to decreased capability to release in a fall in order to decrease risk of inadvertent binding release.

I HAVE READ AND UNDERSTAND THIS 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.

ACKNOWLEDGEMENT

My participating child and I understand these warnings and we have identified my child's ski/snowboard ability, skier type classification, age, height and weight accurately and correctly.

We, the undersigned, have read and understand the terms of this form. For the current season.

PERMISSION

I give my son/daughter, _____ permission to participate in the group trip to be held at *Ski Wentworth*

Print Name _____

SIGNATURE OF PARENT/GUARDIAN/AGENT _____

DATED ____ / ____ / ____