



Assumption of Risk and Release of Liability

_____ is arranging a trip to Snow Valley Resort to (ski/snowboard/tube/snowshoe).
This signed form is required for all participants who wish to participate in this snow sport program.

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

INHERENT RISK

As a condition of use of the resort facilities, you 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"). You 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.

FOLLOWING ALL RULES AND PROCEDURES CAN REDUCE THE RISK OF INJURY. FAILURE TO FOLLOW THE RULES WILL RESULT IN THE STUDENT LOSING THEIR LIFT TICKET AND FUTURE RESORT PRIVILEGES.

EQUIPMENT

Snow Valley Resort provides rental equipment. Bindings on ski equipment reduce the risk of injury when falling. They will not release under all circumstances and they do not guarantee safety in all cases. Snowboard and Snowshoe bindings **do not release**. All participants are strongly encouraged to wear a helmet. While I understand that snow sport helmets are intended to reduce the risk of serious head injury, I understand and agree that no helmet can eliminate or prevent this, nor can a helmet eliminate or prevent injury to the neck or spinal cord. I understand that this helmet must fit properly to maximize its performance including use of the chin strap and acknowledge that it has been properly fit by the provider. If the helmet experiences any impact I agree to return it to the shop for inspection. I agree to notify the provider if this helmet is involved in an accident of any kind.

ALPINE RESPONSIBILITY CODE

The Ontario Snow Resort Association has produced an Alpine Responsibility Code which Snow Valley Resort requires that you know and obey. Skiers, Snowboarders and Snowbladers always must be in control and be able to stop and change direction to avoid collisions with other people or objects. Snow Valley Resort may revoke a lift ticket for violation of the code or other unacceptable conduct.

ACKNOWLEDGEMENT

I HAVE READ AND UNDERSTAND THESE WARNINGS, THE ASSUMPTION OF RISK AND RELEASE OF LIABILITY.

DATED: _____
Day Month Year

SIGNATURE OF PARTICIPANT: _____

PLEASE PRINT YOUR NAME: _____