

**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 FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF
THE OCCUPIERS LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

PLEASE READ CAREFULLY!

Initial

NAME	Last	First	Middle Initial
ADDRESS	Street		Apt #
	City	Province	Postal Code
	Telephone	Email:	
BIRTHDATE	Year	Month	Day
			Age

TO: CITY OF PENTICTON and its councillors, officers, employees, agents, representatives, volunteers, independent contractors, subcontractors, successors and assigns and all event organizers, course workers, officials, participants, sponsors, promoters and advertisers (hereinafter collectively referred to as the “Releasees”)

DEFINITION

In this Release Agreement the term "**Special Events**" shall include all activities organized, conducted, promoted or sponsored by the Releasees and shall include, but not limited to, races, competitions, demonstrations and other such events or activities.

ASSUMPTION OF RISKS

I am aware that skiing, snowboarding and participating in Special Events involve many inherent risks, dangers and hazards including, but not limited to: boarding, riding and disembarking temporary structures, climbing and descending stairs and ladders; changing weather conditions; exposed rock, earth, ice, or other natural objects; trees, tree stumps; the condition of snow or ice on or beneath the snow surface; changes or variation in the terrain used for skiing, snowboarding and Special Events which may create blind spots or areas of reduced visibility; changes or variations in the snow surface or subsurface, including changes due to man-made or artificial snow; variable and difficult snow conditions; exposed holes in the snow pack; impact or collision with structures, fences, rails, boxes and other terrain park features, snow making equipment, snow grooming equipment, vehicles, equipment, structures, or objects or equipment used in connection with skiing, snowboarding and Special Events; lamp posts, bollards, power pedestals, curbs, temporary railings; artificial lighting, variable lighting; fatigue, stress, dehydration, exertion, and lack of fitness; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; loss of balance; slips, trips and falls; impact or collision with other skiers, racers, spectators, participants, competitors or course officials; failure to ski or snowboard safely or within one's own ability or within designated areas; negligence of other skiers, snowboarders, racers, spectators, participants, competitors or course officials; negligent first aid; 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SPECIAL EVENTS.**

I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for skiing, snowboarding and Special Events and that many are unmarked. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

HELMETS - I acknowledge that Helmets are mandatory during participation in Special Events. I understand that a helmet designed for recreational snow sports may reduce the risk of some types of head injuries. I recognise that serious head injury can occur even when a helmet is worn.

COMPETITIONS

I acknowledge that the risks, dangers and hazards of skiing and snowboarding are increased during races, competitions and contests, due to the competitive nature of the activity and the fact that there will be other participants on the course. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

Initial - Participant	Initial - Parent or Guardian If Participant is under age 19

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SPECIAL EVENTS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS 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 Releasees allowing me to participate in Special Events as a competitor, course worker, official, volunteer, event organizer, guest or member of the media, and permitting my use of their services, equipment, temporary structures, event venue, ski runs, terrain parks, race courses and other 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 participation in Special Events, use of or 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, RSBC 1996, c 337***, 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 OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SPECIAL EVENTS;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to the property of or personal injury to any third party resulting from my participation in Special Events, use of or presence on the premises 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 British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within British Columbia and shall be within the exclusive jurisdiction of the Courts of British Columbia.

IMAGE RELEASE

I consent to the publication and distribution of photographs or videos taken of me by the Releasees during my participation in Special Events for promotional and marketing purposes and I agree not to claim any compensation for use, publication or distribution of the photographs and videos.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Special Events, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature of Witness
Please print name of witness clearly

Signature of Participant
Please print name of participant clearly

Date	Day	Month	Year

Signature of Parent or Guardian if participant under 19 years of age
Please print name of Parent or Guardian clearly