

Lakeridge Ski Resort 2009 – 2010

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

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

(Please Read Carefully & Print Clearly)

Participant's Name(s):

TO LAKERIDGE RESORT LIMITED

ASSUMPTION OF RISKS

I am aware that skiing/snowboarding/snow blading and snowtubing involves 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 rock, 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 man-made or artificial 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 skiing or ski racing; impact or collision with other skiers, the failure to ski safely or within one's own ability or within designated areas; negligence of other skiers and; negligence on the part of the Ski Area or its Staff. I am also aware that the risks, dangers and hazards referred to above exist throughout the Ski Area 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 or loss, resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

In consideration of LAKERIDGE RESORT LIMITED permitting the use of their ski lifts, ski runs, restaurants, parking and other facilities (hereinafter referred to as "the skiing facilities") I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against LAKERIDGE RESORT LIMITED and its Directors, Officers, Employees, Agents and Representatives, (All of whom are hereinafter collectively referred to as the "Releases");
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 use of the skiing facilities, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE, AND/OR BREACH OF THE OCCUPIER'S LIABILITY ACT, R.S.O. 1990 c.0.2. 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 use of the skiing 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.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Releases other than what is set forth in this Agreement.

Addendum: It is understood and agreed that this Agreement shall not apply in respect of injuries resulting from mechanical breakdown or failure of ski lifts or tows, or any related equipment, resulting from the negligence of Lakeridge Resort Limited, 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 the Releases.

If participant is between the age of 13 to 18 years old, both parent & participant must sign.

Participant Signature

Print Participant's Name

Date

Parent/Guardian Signature

Print Parent/Guardian's Name

Date

Witness Signature

Print Witness Name

Date