

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

HELMETS ARE STRONGLY RECOMMENDED

TO: Worsley Clear Hills Ski Club operated as Whispering Pines Ski Area and its directors, officers, employees, instructors, guides, agents, independent contractors, subcontractors, representatives, equipment manufacturers, equipment distributors, successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees").

RENTAL AGREEMENT

- Should I fail to return the Equipment by 5:00PM on the final day of rental, I agree to purchase the Equipment at the current retail price and authorize the rental shop to charge my credit card for this purchase.
- I authorize the rental shop to charge my credit card for the cost of repairs or replacement of the Equipment as required unless Accidental Damage Coverage is purchased at the time of rental, in which case the rental shop will waive the cost of repair as a result of accidental damage to the equipment
- I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer questions I may have as to the proper use of the Equipment.
- [ALPINE SKI EQUIPMENT ONLY] I have made no misrepresentation in regard to my height, weight, age or skier type. (This information is required in order to properly adjust the ski boot/binding settings). I agree to verify that the settings appearing in the visual indicator windows on the bindings correspond with the settings to be recorded on this form.
- I will verify the settings appearing in the visual indicator window on each binding correspond with the FINAL RELEASE SETTINGS recorded below.

ASSUMPTION OF RISKS - Please visit skisafety.ca for detailed information on ski and snowboarding safety I am aware that skiing, snowboarding, snowshoeing, sightseeing, all other forms of travelling on natural snow or ice, and participating in snow school lessons, or clinics involve many risks, dangers, and hazards including but not limited to: using, getting on or off, falling from, or component failure of ski lifts; changing or inclement weather; avalanches including in-bounds avalanches; snow immersion; rock, earth, ice, and other natural objects; trees, tree wells, tree stumps, and forest deadfall; the condition of snow or ice on or beneath the surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks, or cut-banks; constructed obstacles or features; collision with natural objects, lift towers, surface lifts, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles, vehicles, equipment, or structures; encounters with domestic and wild animals including dogs and bears; collision with other persons; loss of balance or control; slips, trips, and falls; accidents during snow school lessons or tours; tours within or beyond the area boundaries; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; negligent rescue or first aid; failure to act safely or within one's own ability or to stay within designated areas; negligence of other persons; 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 REFERRED TO ABOVE.** I am also aware that the risks, dangers, and hazards referred to above exist throughout and beyond the ski area and that many hazards are unmarked. I **FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.** Cautions regarding specific types of rental equipment are as follows:

ALPINE SKIING I understand that the ski boot/binding system may not release during every fall or may release unexpectedly. The ski boot/binding system is no guarantee that the user will not be injured.

SNOWBOARDING/ SNOWSHOEING I understand that the boot/binding system is not designed or intended to release and will not release under normal circumstances. I understand that as the boot/binding system is a non-release system, this system will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

HELMETS I understand that a helmet designed for recreational snow sports may reduce the risk of some types of head injuries. I recognize that serious head injury can occur even when a helmet is worn.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT.

In consideration of the rental of the Equipment, I hereby agree as follows:

- 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 resulting from or arising out of any aspect of my use of the Equipment in respect of the design, manufacture, installation, maintenance, selection or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions, or instructions as to the use of the Equipment; my use of or my presence on the facilities; 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, R.S.A. 2000, c. 0-4 ON THE PART OF THE RELEASEES; I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**
- 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 use of the Equipment or my use of or presence on the facilities or travel beyond the ski area boundary;
- 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;
- 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 Alberta and no other jurisdiction; and
- Any litigation involving the parties to this Release Agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta.

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 User

Print name of User

Date

Signature of Renter (if user is under 16)

Print name of Renter (if user is under 16)

Signature of Technician



Ph: 780-685-2594

Rental

Worsley Clear Hills Ski Club

Pre-School Child Youth Adult

Worsley, Alberta

Age (5 & Under) (6-12) (13-17) (18+)

C	(check one)	Weight _____ kg	Name: _____	
	Skier I <input type="checkbox"/>			
U	Type II <input type="checkbox"/>	Height _____ cm ()	First Name: _____ Family Name: _____	
	III <input type="checkbox"/>		Age: _____	Phone # _____
O			Postal Code _____	
M	Boots Ski <input type="checkbox"/>	# _____	\$ _____	
	SB <input type="checkbox"/>			
E	Skis <input type="checkbox"/>	# _____	\$ _____	
	Snowboard <input type="checkbox"/>		\$ _____	
R	SnowBlade <input type="checkbox"/>		\$ _____	
	Helmet <input type="checkbox"/>	# _____	\$ _____	
	Binding <input type="checkbox"/>		\$ _____	
	Other <input type="checkbox"/>		\$ _____	
			Total \$ _____	

S	Skier Code		Stance
			Goofy- right <input type="checkbox"/>
H	Sole Length	mm _____	Regular -left <input type="checkbox"/>
	Visual Indicator Settings		
O		Left	Right
	Toe		
P	Heel		
	Technician Initial _____		