CRAIGLEITH SKI CLUB MEMBER PASS WAIVER, ALPINE PROGRAMS & ACTIVITIES, SUMMER PROGRAM & SPECIAL EVENTS WAIVER for 2026-2027

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS 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 OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

TO: Craigleith Ski Club (also referred to herein as the "Club"), and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, Special Events Sponsors, successors, assigns and representatives **(all of whom are hereinafter collectively referred to as the "Releasees").**

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DEFINITIONS:
In this Agreement:

1. the terms "Alpine Program" and "lessons" shall include any or all instruction in skiing (both downhill and cross-country) and snowboarding given by the Releasees;
2. the term "Summer Program" shall include any or all use of the mountain bike trails, hiking trails, tennis courts and pool and instruction in tennis and/or swimming given by the Releasees;
3. the term "Special Events Sponsor" shall include any individual, corporation, association, institution, or organization that is associated with a Special Event as an organizer, promoter, sponsor or advertiser;
4. the term "Special Events" shall include any activity which is organized, conducted or sponsored by the Releasees and shall include,but is not limited to Alpine Racing Programs, Club or other competitions, demonstrations, Freestyle Ontario Programs, coaching activities, puddle jumps and other such Club events or activities, and includes any off-site portion of an activity.
5. Freestyle Terrain Park shall include but is not limited to half pipes, quarter pipes, jibs, rails, fun boxes, banks, rollers, takeoffs, landings, ramps, features, elements, jumps, Skier / snowboarder Cross course and other features constructed out of a variety of materials both manmade and natural in various configurations and locations. Freestyle Terrain Parks may contain features that are rated as per the Freestyle Terrain Rating System (S,M,L,XL)
6. The term "Facilities" shall include lifts, ski runs, trails, Freestyle terrain parks, race courses, cross-country ski trails, restaurants, day lodge, tennis courts, swimming pool, hiking trails, mountain bike trails, roadways, stairways, walkways, decks, lodges, buildings, parking lots.
7. The term "Activities" shall include downhill skiing, cross-country skiing, snowboarding, Alpine Programs, lessons, Freestyle Terrain activities, Hiking, Snowshoeing, Mountain Biking, Special Events, and the Summer Program.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS – *PLEASE READ CAREFULLY*!
I am aware that the Activities (as defined above - downhill skiing, cross-country skiing, snowboarding, Alpine Program, lessons, Freestyle Terrain activities, Snowshoeing, Mountain Biking, Hiking, Special Events, and the Summer Program, including include any or all use of the mountain bike trails, hiking trails, tennis courts and pool and instruction in tennis and/or swimming) involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; exposed 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; variations in the terrain which may create blind spots or areas of reduced visibility; 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; streams; creeks; cliffs; snowcat roads, road-banks or cut-banks; steepness and configuration of the terrain, freestyle terrain parks; steepness and condition of the hiking, cross-country skiing, and mountain biking trails; injuries resulting from skiing or riding half pipes, quarter pipes, jibs, rails, fun boxes, jumps, banks, rollers, takeoffs, landings, ramps, air bag and other features and elements whether natural or man-made; injuries resulting from hiking, mountain biking, or cross-country skiing; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures or objects or equipment used in connection with skiing, snowboarding, Freestyle Terrain Parks, Snowshoeing, Special Events, puddle jumps, Alpine Program or lessons, collision with other skiers, snowboarders, racers, spectators, participants, competitors, course officials, employees, volunteers, hikers, cyclists, tennis participants, or swimmers; loss of balance or control; falling while downhill or cross-country skiing, snowboarding, walking or running; ice, snow or water anywhere within the Facilities; encounters with domestic and wild animals including bears; **EXPOSURE TO INFECTIOUS DISEASE CONTRACTED THROUGH VIRUSES, BACTERIA, PARASITES, AND FUNGI WHICH MAY BE TRANSMITTED THROUGH DIRECT OR INDIRECT CONTACT**; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; negligence of other skiers, snowboarders, snowshoers, hikers, cyclists, tennis participants, swimmers, and other persons; drowning; and **RISKS RESULTING FROM THE NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY DUTY OF CARE 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**. I am also aware and understand that the risks, dangers and hazards referred to above exist throughout the ski area and that many hazards are unmarked. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my family, including child(ren), and I may be exposed to or infected by COVID-19 while on site and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Craigleith Ski Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to the Craigleith Ski Club's members, employees, volunteers and guests.

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, HAZARDS, AND DANGERS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM WHILE ENGAGED IN OR AS A RESULT OF MY VOLUNTARY PARTICIPATION IN THE ACTIVITIES. INITIAL

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT – THESE CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS – *PLEASE READ CAREFULLY!*

In consideration of the Releasees permitting my use of the Facilities (as defined above) and for accepting my application to participate in the Activities (as defined above) and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **I hereby agree as follows**:

1. **I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE,** that arise or result from in whole or in part, participating in the Activities and, without limitation, claims arising out of or resulting from THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY DUTY OF CARE OWED BY THE RELEASEES UNDER THE *OCCUPIERS' LIABILITY ACT*;

INITIAL

2. **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, AND INURY AND DEATH, INCLUDING ANY CLAIM FOR CONTRIBUTION AND INDEMNITY, that I may suffer, or that my next of kin may suffer, resulting from either my use of or my presence on the facilities or my voluntary participation in the Activities or travel beyond the ski area boundary, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT AND ANY DUTY OF CARE OWED TO ME BY THE RELEASEES UNDER THE *OCCUPIERS' LIABILITY ACT*.** 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; and

3. **I AGREE TO HOLD HARMLESS AND TO INDEMNIFY THE RELEASEES** from any and all liability, including claims for contribution and indemnity, for any property damage and personal injury to any third party, resulting from my or my family member or next of kin's use of the Facilities (as defined above on page 1) and/or participation in the Activities; AND THAT, this Release of Liability shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns may have against the Releasees.

4. **GUEST INDEMNITY – I AGREE TO HOLD HARMLESS AND TO INDEMNIFY THE RELEASEES** from any and all liability, including claims for contribution and indemnity, for any property damage and personal injury **to any of my guest(s)** for whom I accept full and complete responsibility. I will inform my guests of this Waiver of Liability and their responsibility to assume any of the risks involved in participating in the Activities and using the facilities.

INITIAL _____

5. ALCOHOL - I acknowledge that alcoholic beverages will be served and sold at the club, including at Special Events taking place there. I will be responsible for monitoring my consumption to ensure that my judgment is not impaired. I specifically acknowledge and agree that I shall not "drink and drive".

8. AGREEMENT BINDING - 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;

9. JURISDICTION - 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 the province of Ontario and no other jurisdiction; and

10. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of Ontario and shall be within the exclusive jurisdiction of the courts of the province of Ontario;

11. SEVERABILITY - If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct; and

12. ALPINE CODE - I am aware of and understand the Alpine Responsibility Code and the Club's Code of Conduct.

13. MEDIA CONSENT – I consent to the use of my/our name(s) and/or likeness through photographs or other images which Craigleith Ski Club may post on its website or other media.

I HAVE READ AND UNDERSTAND THIS RELEASE 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.

AGREEING ON BEHALF OF FAMILY MEMBERS
I understand and agree that by accepting this Release Agreement on behalf of a Participant other than Myself, I warrant that I am entitled to execute this Release Agreement as the parent or legal guardian of the Participant, and/or I have the express authority and permission from the Participant to accept the terms of this Release Agreement on his or her behalf, and that I am responsible for any claims brought by any such Participant, as further set forth above herein

Name ***(print clearly)***	**Date of Birth** *(mm/dd/yy)*	**Signature** *(parent or guardian to sign for those under 18)*	**Current Date**	**Witness**
1	/ /			
2	/ /			
3	/ /			
4	/ /			

MEMBER NUMBER (if applicable): _____