

I wish to participate in POLAR RUSH event from Horseshoe Valley, Ontario Canada. I agree to abide by the rules, regulations, and instructions of the Event, as well as all applicable municipal and provincial laws and regulations. I understand that participating in such an event, using public streets and facilities, and the use of and participation in services made available to participants during the Event (including massage, chiropractic, and medical services) is a potentially hazardous activity and can result in serious injury or death. I am aware of and expressly assume all risks associated with participating in this Event, including, without limitation, falls, contact with other participants and objects, the effects of weather, traffic, and the conditions of the streets and route used by the Event and I assert that my participation in this Event is voluntary.

#### Hold Harmless Agreement

In consideration for being permitted to participate in this Event, I, for myself and for anyone entitled to act on my behalf, hereby waive, release, and hold harmless from any and all claims for injuries and damages I may have arising out of the Event or my participation in the Event (including, without limitation, any pre-Event and post-Event activities) against SUPERFLY RACING,, sponsors, officials, participating clubs, communities, organizations, friends of the Event, riders, crew members, participants, third-party vendors, government or public entities (including, without limitation, the Department of Transportation), and their respective affiliates, successors, officers, directors, employees, volunteers, agents, and representatives, including, without limitation, the Event medical sponsor, the medical director, and members of the medical team. I intend by this Waiver and Release to release, in advance, and to waive my rights and to discharge all of the persons and entities mentioned above, from all claims for damages for death, personal injury or property damage that I may have, or which may hereafter accrue to me, as a result of my participation in this Event, even though that liability may arise from negligence, carelessness, or recklessness (whether simple or gross) on the part of the persons or entities being released, from dangerous or defective property or equipment owned, maintained, or controlled by them or because of their possible liability without fault. I understand and agree that this Waiver and Release is binding on my heirs, assigns, and legal representatives. I attest that I am physically capable of, and have sufficiently trained for, completing this Event. If I am aware of or under treatment for any physical infirmity, ailment, or illness, my medical care provider has been apprised of, and has approved of, my participation in this Event. I acknowledge that I, and I alone, am solely responsible for my personal health and safety, and the personal property I bring with me. I consent to receive medical treatment which may be advisable in the event of illness or injuries suffered by me during this Event, and I agree to pay for the costs of any such medical treatment. I agree that my participation in the event is subject to the sole discretion of the organizers of the Event, and that my participation may be limited or terminated, with or without cause. For further clarification, I understand that SUPEFLY RACING may ask me to leave the Event at any time during the Event and I agree to comply with such a request. If I am asked to leave the Event, I agree to leave the Event immediately and agree that I shall pay for all costs to get home.

If I am under the age of 16 I understand I MUST have a guardian accompany me on the Event as a fellow registered participant. I have carefully read this Waiver and Release and fully understand its contents. I am aware that this is a release of liability and a binding contract between myself and the persons and entities mentioned above and I sign it of my own free will. I understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Waiver and Release freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent.

Signed by Participant or guardian under 16 \_\_\_\_\_

**RELEASE OF LIABILITY AGREEMENT, 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!**

**HORSESHOE RESORT 2016-17 PROGRAMS, LESSONS AND EVENTS WAIVER**

Participant's First and Last Name:	Participant's Date of Birth: <u>  </u> / <u>  </u> / <u>  </u> DD / MM / YYYY
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The undersigned warrants and represents that the student is in good health and that there are no special problems associated with the care of the student and the undersigned has left no special instructions regarding the student that have not been listed on the special conditions registration form.

**TO: Skyline Horseshoe Valley Inc. Skyline Hotels and Resorts Inc. and any subsidiary, associated, affiliated and controlled companies; their respective directors, officers, employees, agents, volunteers, independent contractors, representatives, successors, and assigns**

AS PART OF MY CONSIDERATION FOR USE OF THE RESORT PREMISES AND FACILITIES AT ANY AND ALL TIMES DURING 2015, I AGREE TO FOLLOW THE TERMS:

**DEFINITIONS**

1. In this agreement, the term "snow sliding activities" shall include but is not limited to Nordic skiing, snowshoeing, tubing, Alpine skiing and snowboarding competitive programs, competitions, races and training, arranged, organized, conducted, sponsored or authorized by the EVENT OWNERS AND OPERATORS. "Skiing" and "snowboarding" shall include all types of Alpine snow sports permitted by Skyline Hotels & Resorts Inc.

**ACKNOWLEDGEMENT**

2. I understand that helmets are intended to help reduce risk of serious head injury, however cannot completely eliminate or prevent this risk. I recognize that helmets do not prevent injury to the wearer's face, neck or spinal cord.
3. I understand that as a part of my participation in this event my photograph may be taken by a representative Skyline Hotels and Resorts Inc. or any media that may be present and that my photograph may be used in promotional advertising or media coverage of the event. This constitutes my authorization to use my image for such purposes.

**ASSUMPTION OF RISKS**

4. I am aware that participation in the sport activities involves many risks, dangers and hazards including, but not limited to: changing weather conditions; exposed rock, earth, ice, snow, mud, water and other natural objects; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or variations in the terrain surface or sub-surface, including changes due to man-made or natural terrain. Collision with fences, or other equipment or structures; collision with other sport activities participants, spectators, and other structures; the failure to participate safely or within one's own ability; falls from use of features in Adventure Park, cycling tracks or other; negligence of other sport activities participants.
5. **I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PROGRAMS, LESSONS AND EVENTS AND I FREELY ACCEPT AND FULLY ASSUME RESPONSIBILITY FOR ALL SUCH RISKS, DANGERS AND HAZARDS, INCLUDING THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE CAUSED BY OR AS A RESULT OF MY PARTICIPATION IN LESSONS, PROGRAMS AND EVENTS.**
6. In consideration of the SKYLINE HOTELS AND RESORTS INC, EVENT OWNERS AND OPERATORS and the SPONSORS accepting my application to participate in sport activities and permitting my use of their property, premises, parking and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree:

- a) **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Skyline Hotels and Resorts Inc., and their respective directors, officers, employees, agents, volunteers, independent contractors, representatives, successors and assigns (collectively hereinafter referred to as the "RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury including death, or expense that I may suffer, or that my next of kin may suffer, either directly or indirectly, as a result of my participation in sport activities and my use of or my presence on the facilities, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWNED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c.O.2, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFE GUARD OR PROTECT ME FROM THE RISKS, DANGERS, AND HAZARDS OF THE LESSONS, PROGRAMS AND EVENTS.
- b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the Releasees resulting from my participation in the Program, Lesson or Event and my use of the premises and facilities;
- c) That this 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;
- d) That this Agreement be governed by and interpreted in accordance with the laws of the Province of Ontario;
- e) That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario; and
- f) In entering into the Agreement I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in the Agreement.

**Emergency Medical Attention**

7. Skyline Hotels and Resorts Inc. is hereby authorized to call for such medical care for the sport activities participant or to transport the sport activities participant to the nearest medical facility when, in the opinion of Skyline Hotels and Resorts Inc., medical attention is needed for the sport activities participant. The undersigned agrees that upon transporting the sport activities participant to any medical facility, clinic or hospital that the responsibility of Skyline Hotels and Resorts Inc. shall be totally fulfilled and Skyline Hotels and Resorts Inc. shall have no further responsibility for the sport activities participant. I acknowledge that necessary medical care may be administered during the absence or in the event that a parent or guardian cannot be reached immediately for participant under 18 years of age. Such treatment shall be furnished by the Emergency Physician at the appropriate medical facility. The undersigned further agrees to pay all costs associated with such medical care and related transportation for the sport activities participant and indemnify and hold Skyline Hotels and Resorts Inc. harmless from and against any such costs incurred. The foregoing indemnification and releases shall extend to the owners, shareholders, directors, officers, representatives, agents, employees and affiliates of Skyline Hotels and Resorts Inc.

**I HAVE READ AND UNDERSTAND THIS 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 AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

DATE OF SIGNATURE:     /    /      
MM / DD / YYYY

Print Name of Participant or Parent/Guardian's if Participant is under 18 years of age:	Signature of Participant or Parent/Guardian's if Participant is under 18 years of age:
Print Name of Witness:	Signature of Witness:

**THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED AND WITNESSED BY US PRIOR TO PARTICIPATING IN ANY LESSONS, PROGRAMS OR EVENTS.**