HORSESHOE
a
SKYLINE RESORT
Barrie

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 2017-18 PROGRAMS, LESSONS AND EVENTS WAIVER

Participant's First and Last Name:	**Participant's Date of Birth:** _ _ / _ _ / _ _ _ _ **DD / MM / YYYY**

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, and 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 THE 2016/2017 SKI AND SNOWBOARD SEASON, I AGREE TO FOLLOW THE TERMS:

DEFINITIONS

1. In this agreement, the term **"snow sliding activities"** shall include but is not limited to Nordic, snowshoeing, tubing, 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 Horseshoe Valley Inc., or 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 no 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., Skyline Horseshoe Valley 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 snow sliding activities involves many risks, dangers and hazards including but not limited to: boarding, skiing, changing weather conditions; exposed rock, earth, ice and other natural objects; 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 snow conditions. Collision with fences or other equipment or structures; collision with other skiers, snowboarders, spectators and other event structures; slips trips or falls, the failure to ski safely or within one's own ability; falls from use of features in Freestyle or other terrain and maneuvers I may carry out in Freestyle or other terrain; negligence of other skiers and snowboarders.

5. **I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PROGRAMS, LESSONS AND EVENTS AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE CAUSED BY OR AS A RESULT OF MY PARTICIPATION IN THE LESSONS, PROGRAMS AND EVENTS.**

6. In consideration of the SKYLINE HOTELS AND RESORTS INC, SKYLINE HORSESHOE VALLEY 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., Skyline Horseshoe Valley 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., Skyline Horseshoe Valley 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 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 WAVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this ____day of _____, _____.

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.