

# Ben Eoin Multi Week Program/Lesson Waiver

**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!**

Your Initials

**TO: Cape Breton Ski Club, o/a Ski Ben Eoin and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees**

I am aware that THE RELEASEES and their Alpine Ski and Snowboard programs / lessons have in addition to the usual dangers and risks inherent in the sports of alpine skiing and snowboarding, certain additional dangers and risks including, but not limited to, the danger and risk of collision with natural and man-made objects, with other skiers and spectators and I freely accept and fully assume all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom. RELEASE OF LIABILITY, WAIVER OF CLAIMS AND I freely accept and fully assume all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom.

In consideration of the Releasees permitting my participation in "the Program" and permitting my use of the lifts, ski runs, trails, freestyle terrain, race courses, restaurants, day lodge, club house and other ski area facilities (hereinafter "the facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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, injury or expenses that I may suffer as a result of my participation in the Program due to any cause whatsoever, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, SNS 1996 C.27 ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;**

**TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability from property damage or personal injury to any third party, resulting from my participation in the Program or use of the Ski Area and its facilities; AND THAT, this Release of Liability shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death or incapacity;**

**IMAGE RELEASE** I understand the Releasees may publish my photograph or image in promotional material (such as brochures, social media, videos & websites), without any further consent therefore and without any compensation. I waive any rights to notice or approval of any photographs or publications and agree to save and hold harmless the Releasees, their officers, directors, agents, representatives and their licensees and assigns from any claim or liability in connection with the use of photographs and publications as aforesaid or by virtue of any alteration, processing or use thereof in composite form, whether intentional or otherwise.

**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**

Name of Participant

Date of Birth

Name of Program/Lesson

Signature of Participant or Parent/Guardian

Signature of Witness

Date Signed