

**Ski Crabbe Mountain (2015) Inc
Competition/Training Waiver**

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

**BY SIGNING THIS AGREEMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE SHOULD YOU BE INJURED DURING A COMPETITION AND/OR
TRAINING SESSION.**

PLEASE READ CAREFULLY!

INITIAL _____

Name of Participant	Last	First	Email
Address	Street		City
	Prov./State	Postal/Zip Code	Birth date (Y/M/D)

To: Ski Crabbe Mountain (2015) inc. and their affiliated companies and subsidiaries (herein referred to as the Ski Area Operator)

In the agreement, the term “mountain sport” shall include, but not be limited to the following: snowboarding, nordic, telemark, and alpine skiing, snowblading, snowshoeing, and mountain biking.

In this agreement, the term “competition” shall include, but not be limited to the following; races and race training, freestyle/freeride/slopestyle competitions, camps, training sessions, border/skier cross events, big air events.

ASSUMPTION OF RISKS – I am aware that a competition that I have registered for takes place on unpredictable snow conditions and hazardous mountain terrain and involves many inherent risks, dangers, and hazards. I acknowledge this event pushes ones limits in mountain sports. The areas in which the competitions are completed can be uncontrolled, unmarked and involve many risks dangers and hazards. These may include, but not limited to exposed rocks, fog, earth, ice, trees, other natural objects or other mountain sport participants and forest deadfall, impact with ski lift towers or snow making or snow grooming equipment or other structures or objects used in connection with any mountain sports; impact or collision with other mountain sport participants; the failure to stay within one’s own ability and/or designated areas while participating in mountain sports; negligence of other mountain sport participants and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH PARTICIPATING IN COMPETITION AND I FULLY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the SKI AREA OPERATOR permitting me to participate in competitions, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the **SKI AREA OPERATOR** and its directors, sponsors, successors and individuals who provide or make available facilities, premises or services for Ski Crabbe Mountain (2015) inc. and their directors, employees and contractors (all of whom are hereinafter referred to collectively as “**THE RELEASEES**”) and all liability for any loss, damage, expense or injury including death that I may suffer or that my next of kin may suffer during my participation in any mountain sport, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AS WELL AS ANY DUTY OF CARE OWED UNDER THE **OCCUPIERS LIABILITY ACT**, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF COMPETITIONS;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in competitions;

3. 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;

4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of New Brunswick;

5. That any litigation involving the parties to this Agreement shall be brought within the Province of New Brunswick.

In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to competitions and/or training sessions, other than what is set forth in this Agreement.

It is understood that this agreement shall not apply in respect of injuries resulting from mechanical breakdown of failure of ski lifts, tows or any related equipment.

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 ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Full Name <i>Print clearly</i>	Date of Birth D/M/Y	Signature of Participant (under 19 parent/legal guardian must sign)	Current Date D/M/Y	Witness
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