

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.

I am aware that the Skiing in Schools Program administered by Loch Lomond, carry with it the usual dangers and risks inherent in the sports of snow skiing and snowboarding; certain dangers and risks including, but not limited to, the danger and risks of collision with natural and man made objects and 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 there from. In consideration of Loch Lomond, permitting my participation in the Skiing in Schools Program, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I may have against Loch Lomond, and their , management, directors, assistants, officers, employees, agents and representatives, and any volunteers in any way associated with the Skiing in Schools Program, (all of who are hereinafter collectively referred to as "The Releasees");
2. TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY for any loss, damage, injury, death, or expenses that I may suffer or that my next of kin may suffer as a result of my participation in the Skiing in Schools Program due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE AND/OR BREACH OF THE OCCUPIER'S LIABILITY ACT, R.C.O. 1990 c.0.2, ON THE PART OF THE RELEASEES;
3. 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 any participation in the Skiing in Schools Program; and
4. That this Release of Liability shall be effective and binding upon heirs, next of kin, executors, administrators assigns in the event of death.

IT IS UNDERSTOOD AND AGREED THAT THIS AGREEMENT SHALL NOT APPLY IN RESPECT TO INJURIES RESULTING FROM MECHANICAL BREAKDOWN OR FAILURE OF SKILIFTS OR TOWS, OR ANY RELATED EQUIPMENT, RESULTING FROM THE NEGLIGENCE OF LOCH LOMOND, THEIR EMPLOYEES, AGENTS, AND REPRESENTATIVES.

The Skiing in Schools Program may also incorporate the use of Rental equipment available from Loch Lomond. I further agree to the following without limited the generality of the foregoing:

Rental Agreement

1. I accept full responsibility for the care of the rental equipment ("the Equipment") in my possession which may include but not limited to Snowboards, Snowboards Boots, Snowboard Bindings, Skis, Ski Boots, Ski Bindings, and Ski Poles which have duly been reported by the Rental Department. I agree to pay for any damage to the Equipment and replace at full retail value any equipment not returned by the agreed date and time.
2. Skiers only: I have made no misrepresentation in regard to my height, weight, and age or skier type supplied to the Ski area in advance for this program. (This information is required in order to properly adjust the Ski-Binding/Boot settings.)
3. I shall verify the visual indicator on the bindings corresponds to the settings shown on my rental form held from in the Rental Department each time I use the Equipment in the connection with this program.
4. By using this Equipment, I accept that I am familiar with its proper use and understand that the ski technicians and their designated instructors are available to answer any questions I may have as to the proper use of Equipment.

ALPINE SKIING: I understand that the ski boot and ski binding system will not release at all times or under all circumstances, that it is not possible to predict every situation in which the system will release and that the system is no guarantee that the user will not be injured.

SNOWBOARDING: I understand that the Snowboard boot and Snowboard binding system is not designed or intended to release under normal circumstances. I understand that as the Snowboard Boot/ Binding system is a non-release system it will not reduce the risk of injury during the fall.

I freely accept and fully assume all risks, dangers, and hazards associated with the use of the Equipment.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASES.

School Name: Boys & Girls Clubs of Thunder Bay Date: _____

Student's Name (please print): _____ Student's Signature: _____

Parent/ Guardian's Signature (if under 18 years of age): _____

Mailing Address: _____

This agreement must be completed in full, dates, and signed by both the student and Parent/Legal Guardian of the student named, before the student will be permitted to participate in the program.