BLOW ME DOWN CROSS COUNTRY SKI CLUB MEMBERSHIP/SEASON PASS

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!

TO: BLOW ME DOWN CROSS COUNTRY SKI CLUB

Name	Last	First	Initial	DOB (M/D/Y)		M / F
Address	Street	City		Prov.	Postal code	

In this agreement, the term "**skiing**" shall include all forms of nordic skiing including, but not limited to: "**classic technique**"; "**skate technique**"; "**telemark technique**"; and "**snowshoeing**".

ASSUMPTION OF RISKS

I am aware that skiing involves many risks, dangers and hazards including, but not limited to: changing weather conditions; avalanches; exposed rock, earth, ice and other natural objects; trees, tree wells, tree stumps, forest dead fall; the condition of snow or ice on or beneath the skiing surface; changes or variations on the skiing terrain which may create blind spots or areas of reduced visibility; changes or variations in the skiing surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult snow conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, snowmobiles or other vehicles, equipment or structures; impact or collision with other skiers; the failure to ski safely or within one's own ability or within designated areas; negligence of other skiers; and **NEGLIGENCE ON THE PART OF BLOW ME DOWN SKI PARK OR ITS STAFF INCLUDINGTHE FAILURE ON THE PART OF BLOW ME DOWN CROSS COUNTRY SKI PARK AND ITS STAFF TO SAFEGUARD OR PROTECT ME FROM RISKS, DANGERS AND HAZARDS OF SKIING.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and many are unmarked. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of **Blow Me Down Cross Country Ski Club** accepting my application for a season's pass and permitting my use of it's trails, race courses and other facilities (hereinafter referred to as "the skiing facilities"), I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future against **Blow Me Down Cross Country Ski Club** and its directors, officers, employees, agents, volunteers and representatives, (all of whom are hereinafter collectively referred to as "THE RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin suffer as a result of my use of or my presence on the skiing facilities due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING REFERRED TO ABOVE.

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my use of or presence on the skiing facilities;
3. 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;
4. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador; and
5. Any litigation involving the parties to this Agreement shall be brought within the province of Newfoundland and Labrador.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

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.

Signed this _____day of _____,_____.
(day) (month) (year)

Passholder Signature (or Legal Guardian if under 18)	**Witness signature**
IF Legal Guardian please **print name clearly**	**Witness please print name clearly**

This agreement must be completed in full, signed and witnessed before a pass may be issued.