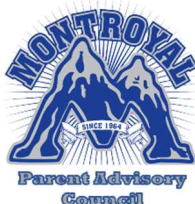


RELEASE OF LIABILITY, WAIVER OF CLAIMS AND ASSUMPTION OF RISKS AGREEMENT

(hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!



To: The Montroyal Parent Advisory Council (MPAC) and its directors, officers, agents, representatives, volunteers, members, participants (collectively the Releasees)

DEFINITIONS

In this Agreement the term "ski and snowboard program" shall include all activities, programs, events, classes and services provided or organized by the Releasees.

ASSUMPTION OF RISKS

I am the parent/guardian of the skier or snowboarder being registered and have full legal responsibility for the decision of said skiers or snowboarder. I believe my child/ward is physically, emotionally and mentally able to participate in the ski and snowboard program and is doing so voluntarily and willingly.

I am aware that my child/ward's participation in the ski and snowboard program involves many risks, dangers and hazards, which could result in damage, loss, serious physical injury or death to my child/ward. Some of these risks, dangers and hazards include, but are not limited to:

- Health: overexertion, dehydration, exposure, fatigue, lack of fitness or conditioning, traumatic injury, bacterial infection and rashes,
- Contact: I acknowledge that contact with other ski or snowboard equipment or other persons, whether intentional or unintentional, is a common part of ski and snowboard programs and may lead to serious bodily injury, including but not limited to concussions and/or brain injury or serious spinal injury.
- My child/ward's conduct and conduct of other persons including any physical altercation between ski/snowboard participants. I acknowledge that such conduct, including my child/ward's negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE RELEASEES, may increase the risk of damage, loss, personal injury or death. I understand that the Releasees may fail to safeguard or protect my child/ward from the risk dangers and hazards of the ski and snowboard program, some of which are referred to above.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing my child/ward to participate in the ski and snowboard program, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES AND TO THE RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I or my child/ward may suffer or that my next-of-kin may suffer as a result of my child's participation in the ski and snowboard program DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
 - negligence on the part of the Releasees;
 - breach of contract by the Releasees;
 - breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
 - breach of any statutory or other duty of care including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1996. C. 303, on the part of the Releasees; and
 - the failure on the part of the Releasees to safeguard or protect my child/ward from the risk, dangers and hazards of the ski and snowboard program, some of which are referred to in the Assumption of Risks section of this Agreement.

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expenses or injury to my child/ward resulting from my child's/ward's participation in ski/snowboard program DUE TO ANY CAUSE WHATSOEVER, including but not limited to negligence on the part of the Releasees; breach of contract by the Releasees, breach of warranty of the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment, breach of any statutory duty or other duty of care including any duty of care owed under the Occupiers Liability Act, R.S.B.C 1996, c. 303 on the part of the Releasees; and the failure on the part of the Releasees to safeguard or protection my child/ward from the risk, dangers and hazards of ski and snowboard programs, some of which are referred to in the Assumption of Risks section of the Agreement.
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage, loss, expenses or injury to any third party resulting from my child's/wards participation in the ski and snowboard program.
4. Despite the risk, dangers and hazards of the ski and snowboard program and fully understanding such risks, dangers and hazards, I wish my child/ward to participate in the ski and snowboard programs with the MPAC, and 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.
5. This Agreement shall be effective and binding upon my child/ward's heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my child/ward's death or incapacity.

In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the Releasees with respect to the safety of ski and snowboarding other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS THAT I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Dated this _____ day of _____, the year _____

Signature of Witness	Signature of Guest
Please Print Name	Please Print Name
	Signature of parent or guardian if Guest is under the age of 19