

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 before signing.

Name of Participant _____

Address _____

Date of Birth _____

To: *MMSC*, 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 Ski and Snowboarding Programs have in addition to the usual dangers and risks inherent in the sport of snow skiing/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.

In consideration of the releasees permitting my participation in "the Program" and permitting my use of the lifts, ski runs, trails, terrain parks, race courses, restaurants, day lodge 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 may have against the Releasees, the Program, the Program sponsors, and their directors, officers, employees, agents, and representatives, and any volunteers in any way associated with the Program, (all of whom are hereinafter collectively know as "the Releasees").

Initial Here

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, RSO 1990, C.02 OR 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, DANGES 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.

I am the full age of 19 years and I have read and understood this Release of Liability prior to signing it, and I am aware that by signing this Release of Liability I am waiving certain legal rights which I, or my heirs, next of kin, executors, administrators and assigns may have against the releasees.

Signed this _____ day of _____

Witness

Signature of Participant

Signature of Parent or Legal Guardian

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE PARTICIPANT (AND PARENT OR LEGAL GUARDIAN IF NECESSARY) AND DULY WITNESSED, BEFORE THE PARTICIPANT WILL BE PERMITTED IN THE PROGRAMS.