

HIGH PARK SKI CLUB INC. (HPSC)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(the "Release Agreement")

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

PLEASE READ CAREFULLY!

This Release Agreement shall apply to all subsequent trips in the 2021-2022 season

TO: High Park Ski Club Inc. and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

DEFINITION:

In this Release Agreement the term "**HPSC Activities**" shall apply to all activities, events or services provided, arranged, organized, sponsored or authorized by the Releasees, including but not limited to day trips, overnight trips, overseas or charter trips, bus trips, instructional lessons, social gatherings.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

I am aware that HPSC Activities, including but not limited to snow sports and travel to and from the snow sport locations, involve many inherent risks, dangers and hazards. Snow sports may involve sudden, violent and unexpected movements, which may result in injury or aggravation of previous injuries. I have been advised to seek medical advice before engaging in any snow sport activities if I know or suspect that my physical condition may be incompatible with snow sport activities.

I am aware of the risks, dangers and hazards associated with or related to HPSC Activities, and that I may be exposed to such risks, dangers, and hazards. The risks, dangers, and hazards include, but are not limited to, injuries from: exerting and stretching various muscle groups and strenuous cardiovascular workouts; vigorous physical exertion, rapid movements and quick turns and stops; falling to the ground due to slips, trips or uneven, slippery or irregular terrain or surfaces; contact, colliding or being struck by skis, ski poles, equipment, trees, other individuals or other fixed objects; failing to participate within my abilities, skill and within designated areas; becoming lost or separated from the group or the group becoming split up; failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment; extreme weather conditions which may result in frostbite, hypothermia, snowstorms, sunstroke or lightning strikes; encounters with animals or plants including allergic reactions; injury while traveling to and from resorts or trails or any events; negligent first aid, negligent rescue efforts; the negligence of other participants; and other risks normally associated with participation in snow sports and travel. I understand that communication at the ski resorts is difficult, and in the event of an accident, rescue and medical treatment may not be available.

I understand that the other risks of participating in HPSC Activities can include exposure to infectious disease, bacteria, or virus, including but not limited to COVID 19, that results in physical distress, illness or death.

I AM ALSO AWARE THAT THERE IS A RISK OF NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF HPSC ACTIVITIES. I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH HPSC ACTIVITIES AND THE POSSIBILITY OF PERSONAL INJURY, ILLNESS, DISTRESS, ECONOMIC LOSS OR LOSS OF ENJOYMENT, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY

In consideration of the Releasees agreeing to my participation in HPSC Activities, 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 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 MAY SUFFER, AS A RESULT OF MY PARTICIPATION IN HPSC ACTIVITIES DUE TO ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER *THE OCCUPIERS' LIABILITY ACT*, R.S.O. 1990, c. 0.2, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD, PROTECT OR RESCUE ME FROM THE RISKS, DANGERS AND HAZARDS OF HPSC ACTIVITIES REFERRED TO ABOVE. **I HEREBY AGREE THAT THE RELEASEES SHALL NOT BE LIABLE FOR ANY SUCH PERSONAL INJURY, ILLNESS, DISTRESS, ECONOMIC LOSS OR LOSS OF ENJOYMENT, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM AND RELEASE THE RELEASEES AND WAIVE ANY AND ALL CLAIMS WITH RESPECT THERETO;**
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 HPSC Activities;
3. That this Release 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; and
4. That this Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and any litigation involving the parties to this agreement shall be brought in the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

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

I HEREBY CERTIFY THAT I HAVE READ AND DO UNDERSTAND THIS RELEASE AGREEMENT AND I AM AWARE THAT BY ACKNOWLEDGING 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.

I hereby certify that I agree to comply with and be bound by the High Park Ski Club Inc. Bylaws and Policies, further certify that I am 21 years of age or older and acknowledge that my membership fee is non-refundable and non-transferable. For more information regarding membership or the club please send an email to the Membership Co-ordinator at membership@hpsc.ca.