

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING 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!

INITIAL

TO: Batawa Community Sports Inc. operating as Batawa Ski Hill, Batawa Development Corporation and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

I accept this equipment "AS IS" and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the rental facility. I agree to return all rental equipment by the agreed date and time.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing, and skiboarding with skiboards equipped with release bindings, the binding system will **not** release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, cross-country skiing, skiboarding with skiboards equipped with non-release bindings, snowshoeing and other sports utilizing equipment with non-release bindings, the binding system will **not** ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

I understand that the sports of skiing, snowboarding, skiboarding, snowshoeing and other sports (collectively "RECREATIONAL SNOWSPORTS") involve inherent and other risks of **INJURY** and **DEATH**. I **voluntarily agree to expressly assume all risks of injury or death** that may result from these RECREATIONAL SNOWSPORTS, or which relate in any way to the use of this equipment.

I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both high and low energy impacts, even when a helmet is worn.

- 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 use of or my presence on the premises or travel beyond the ski area boundary DUE TO ANY CAUSE WHATSOEVER, INCLUDING 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.B.C. 1996, c. 337 ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for 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 premises or travel beyond the ski area boundary;
3. 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;
4. 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 no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within 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 upon any oral or written representations or statements made by the Releasees with respect to the safety of skiing or snowboarding other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS RELEASE 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.

Signature of Renter (Parent or Guardian if Renter is under 18)	Date _____, 20____
Print Name Clearly	Witness Signature

**Batawa Community Sports Inc.
Operating as Batawa Ski Hill,
Batawa Development Corporation**

**EQUIPMENT RENTAL AND RELEASE OF LIABILITY
NO REFUNDS**

Skier/Snowboarder Name _____ Telephone Number _____ Date _____

Address _____ City _____ Province _____ Postal Code _____

Renter's Name if Skier/Snowboarder under age of 18 _____ **Credit card (number, exp., cv3)** _____

Skier/Snowboarder Ability Level (circle one): _____ Snowboard only, Front foot: _____

1(Cautious) 2(Moderate) 3(Aggressive) _____
Left or Right

Height _____ Weight _____ Age _____ Boot Size _____

Equipment due back at Rental Shop by 4:00pm Day Skiing or 9:00pm Night Skiing

TO BE COMPLETED BY RENTAL SHOP PERSONNEL

Ski/SB Inventory # _____ Boot Inventory # _____

Helmet Inventory # _____ Poles Inventory # _____

DIN Settings: Left Ski Toe _____ Heel _____

 Right Ski Toe _____ Heel _____

Technician Initials _____

Description	Day 9:00-4:00	Night 4:00-9:00	4 Hour	2 Hour	Items Returned
Skis, boots, poles & helmet					
Snowboard, boots & helmet					

**I HAVE READ THE RELEASE OF LIABILITY & WAIVER AGREEMENT ON THE
BACK OF THIS FORM.**

I VOLUNTARILY AGREE TO THE TERMS OF THAT AGREEMENT

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