**ALPINE ACCESS CORP.**

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

**(hereinafter the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE *OCCUPIERS LIABILITY ACT* OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

***PLEASE READ CAREFULLY!***

Initial Here

**HELMETS ARE MANDATORY FOR PARTICIPANTS UNDER AGE 18**

**HELMETS ARE STRONGLY RECOMMENDED FOR EVERYONE**

In this Release Agreement the term "Snow School Activities" includes skiing and snowboarding lessons, orientation or instructional sessions, guided ski and snowboard tours and clinics, competitions and events, access to the ski area and use of all facilities including lifts.

**TO: Alpine Access Corp, dba Snowhawks Ottawa, dba Ottawa Sports,** and their respective directors, officers, employees, ski and snowboard instructors, guides, volunteers, agents, independent contractors, subcontractors, representatives, sponsors, successors and assigns (hereinafter collectively the "**Releasees**").

## ASSUMPTION OF RISKS

I agree to assume all risks, dangers and hazards of participating in Snow School Activities including, but not limited to: boarding, riding and disembarking ski lifts; loss of balance or control; slips, trips and falls; collision or impact with natural or man-made objects or with other persons; becoming lost or separated from one's party; failure to act safely or within one's own ability or to stay within designated areas; travel within or beyond the ski area boundaries; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; and 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 or warn me of the risks, dangers and hazards of participating in Snow School Activities.

## RELEASE OF LIABILITY

I agree to waive any and all claims and to release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that I may suffer as a result of participating in Snow School Activities, 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* 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 or warn me of the risks, dangers and hazards of participating in Snow School Activities. I agree that any litigation involving the Releasees shall be brought solely within Ontario and shall be within the exclusive jurisdiction of the Courts of Ontario. I further agree that these conditions and any rights, duties and obligations of the Releasees shall be governed by and interpreted solely in accordance with the laws of Ontario and no other jurisdiction.

**THIS RELEASE AGREEMENT SHALL APPLY TO ALL SUBSEQUENT SNOW SCHOOL PROGRAMS**

**THE SNOW SCHOOL'S LIABILITY IS EXCLUDED BY THIS RELEASE AGREEMENT**

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| Date: | |
| Signature of Participant | Signature of Parent/Guardian (if Participant is under age 18) |
| Print Name of Participant | Print Name of Parent/Guardian |