



[www.ski4tplus.com](http://www.ski4tplus.com)

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

4TPlus Ski Club shall include any society or non-profit organization that may be established by one or more of the 4TPlus Ski Club with or without other persons that are not named herein as "4TPlus Ski Club" after the execution of this Agreement.

### **ASSUMPTION OF RISKS**

I, \_\_\_\_\_, am aware that downhill and cross-country skiing, snow boarding, snowshoeing, hiking, cycling, and backpacking (referred to collectively as "the Activities") provided and organized by the 4TPlus Ski Club involves many risks, dangers and hazards to me, including but not limited to: serious personal injury or death to me, or damage to my property, arising from changing weather conditions, rugged mountain terrain, avalanches and rock fall, loss of balance or control, unmarked hazards, failure to act safely or within one's own ability, negligence of other hikers, skiers, cyclists and other persons, AND negligence on the part of the 4TPlus Ski Club including the failure on the part of the 4TPlus Ski Club to take reasonable steps to safeguard or protect me from the risks dangers and hazards of the Activities, which may directly or indirectly result in serious bodily harm to me or result in injury, death or loss of and damage to my property.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES, 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.

### **RELEASE OF LIABILITY, WAIVER OF CLAIM AND INDEMNITY AGREEMENT**

In consideration of the 4TPlus Ski Club accepting my application to participate in its Activities, together with incidental activities such as social events, training sessions, and travelling to and from destinations, including car-pooling, for the commencement or conclusion of Activities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the 4TPlus Ski Club, each of them, their directors, officers, members, coordinators, volunteers, and their heirs, executors, successors and representatives (all of whom are hereinafter collectively referred to as "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 trip to the 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 OF ANY KIND WHETHER IN LAW, IN EQUITY, OR THE COMMON LAW ON THE PART OF THE RELEASEES;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injury to any third party, of any kind whatsoever resulting from the Activities;
3. This 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 Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia;
5. Any litigation involving the parties to this Agreement shall be brought within the Province of British Columbia.

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

I HAVE READ AND UNDERSTAND THIS 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

\_\_\_\_\_  
Please print name

\_\_\_\_\_  
Date