



Season Pass for Highlands Nordic Inc. 2018/2019

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!

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

Name	Last	First
Address	Street	City Prov Postal Code
	Phone #:	Would you like to receive info by email? Email:

In this agreement, the term "skiing" shall include "tobogganing", "biathlon" and "snowshoeing"

ASSUMPTION OF RISKS

I am aware that skiing generally and participating in snow school, lessons, programs and special events specifically and any other activities associated with the releases involve many risks, dangers and hazards including, but not limited to: changing weather conditions; avalanches; exposed rock, earth, ice, and other natural or manmade objects; trees, tree wells, tree stumps and forest deadfall; the condition of snow or ice on or beneath the surface; variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcats, roads, road-banks or cut-banks; impact or collision with lift structures, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures used in connection with skiing, special events, snow school, lessons or programs, collision with other skiers, racers, spectators, participants, competitors, course officials; loss of balance or control; failure to act safely or within one's own ability or to stay within designated areas; negligence of other skiers, and other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.** I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many hazards are unmarked. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for a Season Pass and permitting my use of the ski runs, trails, terrain parks, race courses, restaurants, day lodge and other ski area facilities (hereinafter "the facilities"), and for accepting my application to participate in snow school, lessons and programs, special events and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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 use of or my presence on the facilities 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, RSO1990, c.02 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, DANGERS AND HAZARDS REFERRED TO ABOVE;**
Initial Here x_____

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, resulting from my use of or presence on the facilities;
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 the respect to the safety of skiing other than what is set forth in this Release Agreement.
- The Season Pass issued to the Pass holder is the property of **Highlands Nordic Inc.**, is not transferable, not for resale and is revocable for misconduct or breach of the Nordic Responsibility Code.

PHOTO/VIDEO RELEASE – I consent to photographs/video taken of me during my participation at **Highlands Nordic Inc.**, and to publication of the photographs/video by the Operators for advertising, promotional and marketing purposes. I release the Operator from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise which may occur or be produced in the taking of said picture or video and the publication thereof. I also waive any right that I may have to inspect and/or approve the finished product that may be used in connection therewith or the use to which it may be applied.

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. **Initial Here x**_____

Signature of Passholder or Guardian (if under 18)	Please print name clearly
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Seasons Pass includes: Unlimited skiing, snowshoe, and tobogganing for the 2018/19 season plus 4 guest passes*

*Guest Passes are only given to the person who pays for a Family or Adult Pass

- Couple (2 adults) @ \$510.00 1587
- Adult (20 yrs and up) @ \$350.00 1589
- Junior (8-19) @ \$100.00 1590

(All Fees include HST)

**Please list the paid family members and provide a signature
(If a Junior, parent/guardian must sign)**

	<i>Name</i>	<i>Signature</i>
<i>Partner's Name</i>		
<i>Other Members</i>		

EARLY BIRD DISCOUNTS

Pay before:

April 30th 2018 to deduct 30%

November 15th, 2018 to deduct 20%

Please provide the following information for payment:

- Cheque
 - Visa/Mastercard/AMEX _____ (number) _____ (exp date: MM/YY)
- Cardholder Name: _____