

RELEASE OF LIABILITY WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

Please Print

Name of Pass Holder and/or family members (guardian if under)

Date of Birth (s)

Address

To: Loch Lomond Ski Area

ASSUMPTION OF RISKS

I am aware that skiing and snowboarding involves many inherent risks, dangers and hazards, including but not limited to boarding, riding and disembarking ski lifts, failure of ski lifts, changing weather conditions; variation on steepness in terrain; exposed rock, earth, ice, trees or other natural objects; the condition of snow or ice on or beneath the skiing surface; changes or variations in the skiing surface or subsurface, including changes due to man-made or artificial snow making or snow grooming equipment or other structures or other objects used in connection with skiing or ski racing; impact or collision with others skiers; failure to ski safely, within one's ability or within designated areas; negligence of other skiers and; negligence on the part of the Ski Area or its staff. I am also aware that the risks, dangers and hazards referred to above exist throughout the Ski Area and that many are unmarked. I freely accept and fully assume all such risks, dangers and hazards and the possibility or personal injury, death, property damage or loss resulting there from.

Release of Liability, Waiver of Claims & Indemnity Agreement

In consideration of Loch Lomond accepting my application for the Ski Pass permitting use of their ski lifts, ski runs, restaurants, parking and other facilities (herein referred to as 'skiing facilities")

I hereby agree as follows:

1. To Waive any and all claims that I have or may in the future have against Loch Lomond and its directors, officers, employees, agents and representatives, herein collectively referred to as the release's)
2. To Release the Release's from any and all liability for loss, damage, injury or expense that I may suffer or my next of kin may suffer as a result of my use of the facilities, due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE, AND/OR BREACH OF THE OCCUPIER'S LIABILITY ACT R.S.O. 1990 C.O.2 ON THE PART OF THE RELEASE'S;
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASES'S from any and all liability for any property damage or personal injury to any third party, resulting from my use of the skiing facilities'
4. That this agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns, in the event of my death;
5. That Loch Lomond will not disclose the information it collects from me, including but not limited to personal information that I provide to Loch Lomond as part of my seasons pass application or renewal, unless I consent or unless Loch Lomond is required to do so by law.

It is understood and agreed that this Agreement shall not apply in respect to injuries resulting from mechanical breakdown or failure of ski lifts or tows, or any related equipment, resulting from the negligence of Loch Lomond, its employees, agents and representatives. I have read and understood this Agreement prior to signing it, and I am aware that by signing this agreement I am waiving certain legal rights, which I or my heirs, next of kin, executor's administrators and assigns may have against the Release's.

Signed this _____ Day of _____ Year _____
Day Month Year

Witnessed by _____
Signature of Witness or Guardian Signature of Pass Holder

Print Name of Witness or Guardian Print Name of Pass Holder

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE PASSHOLDER, AND WITNESSED, BEFORE A PASS MAY BE ISSUED