

RENTAL DEPARTMENT

**RELEASE OF LIABILITY WAIVER OF CLAIMS ASSUMPTION OF RISKED AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

**PLEASE READ CAREFULLY!**

**SKI CO DEVELOPMENT INC. O/A LOCH LOMOND SKI AREA**, and its directors, officers, employees, instructors, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, and assigns (hereinafter collectively referred to as the "Releasees")

**RENTAL AGREEMENT**

1. I accept full responsibility for the care of the rental equipment ("the Equipment") listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed time and date.
2. I also agree to return the Equipment in clean condition to avoid any additional charges.
3. (SKIERS ONLY) I have made no misrepresentation in regard to my height, weight, age or skier type. (This information is required in order to properly adjust ski boot / binding settings).
4. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer any questions I may have as to the proper use of the Equipment.
5. I agree if the helmet is damaged or involved in any kind of accident, I will stop using, return it to the rental shop and report the accident and or damage immediately or as soon as practicable.

**ASSUMPTION OF RISKS** - I am aware that alpine skiing and snowboarding involve risks, dangers and hazards and that injuries are a common and ordinary occurrence of the sports.

**ALPINE SKIING** - I understand that the ski boot / binding system will not release at all times or under all circumstances, that it is not possible to predict every situation in which the system will release, and that the system is no guarantee that the user will not be injured.

**SNOWBOARDING** - I understand that the snowboard boot / binding system is not designed or intended to release and will not release under normal circumstances. I understand that as the snowboard / boot binding system is a nor-release system. It will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

**HELMET** - I understand that no headgear can protect against all foreseeable impacts, that skiing and snowboarding can expose the user to forces which exceed the limits of protection offered by this helmet, that helmets do not guard against injury to the neck, spine, face, or any other part of the body and that these features are inherent risks of using this equipment. Helmets must be properly fitted to each user, and I agree that this helmet has been properly fitted. I warrant that the helmet is comfortably snug and that when I fasten the chin strap and shake my head there is no significant movement of the helmet.

**I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.**

In consideration of the Releasees accepting my participation in a lesson(s) and/or rental of the Equipment and permitting my use of the lifts, ski runs, trails, terrain parks, race courses, restaurants, day lodge and other ski area facilities (hereinafter "the Facilities"), 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 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 from any and all liability for any loss, damage, injury or expense to any third party, resulting from the use of the Equipment;
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 Ontario; and
5. Any litigation involving the parties to the Agreement shall be brought within the Province of Ontario.
6. PHOTO/VIDEO RELEASE - I consent to photographs/video taken of me during my participation at Ski Co Development Inc. o/a Loch Lomond Ski Area, 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 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, ADMINSTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.**

Name of person using equipment \_\_\_\_\_ Signature X \_\_\_\_\_

If under 18 name of legal guardian \_\_\_\_\_ Signature X \_\_\_\_\_

Date: yyyy/mm/dd \_\_\_\_\_

**Equipment Required:**

Skis [ ] Boots [ ] Poles [ ] Snowboard [ ] Snowboard Boots [ ] Snowshoes [ ] Helmet [ ]

Name: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_ - \_\_\_\_\_ email: \_\_\_\_\_

Photo ID: \_\_\_\_\_ Returned: \_\_\_\_\_

**Equipment Damage Insurance Yes / No Initial \_\_\_\_\_**

**TO BE COMPLETED BY TECHNICIAN**

Weight: \_\_\_\_\_ Age: \_\_\_\_\_ Height: \_\_\_\_\_ Ability: (circle) I II III

Skiers: DIN Setting \_\_\_\_\_ Poles \_\_\_\_\_ Boots \_\_\_\_\_ Skis \_\_\_\_\_ Boot Sole Length \_\_\_\_\_

Snowboarders: Board Code \_\_\_\_\_ Boot Code \_\_\_\_\_ Boot Sole

Length \_\_\_\_\_

Snowshoes: Snowshoe Code \_\_\_\_\_ Poles \_\_\_\_\_ Technician Signature \_\_\_\_\_