

# Youth Group Release

**RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
BY SIGNING THIS DOCUMENT YOU MAY WAIVE  
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE  
**PLEASE READ CAREFULLY!**

Initial

<b>Participant Name</b>	Last	First		Initial
<b>Address</b>	Street (Inc. Apt #)			
	City		Province	Postal Code
<b>Birthdate</b>	Day	Month	Year	Phone #:
<b>Parent/Guardian Name</b>	Last		First	

**TO: BLUE MOUNTAIN RESORTS LP, BLUE MOUNTAIN RESORTS GP INC., INTRAWEST ULC, AND BLUE MOUNTAIN VILLAGE ASSOCIATION and each of their parent, subsidiary and affiliated entities and their respective directors, officers, employees, agents, volunteers, independent contractors, representatives, successors and assigns (collectively hereinafter referred to as the "RELEASEES").**

AS PART OF MY CONSIDERATION FOR MY CHILD'S USE OF THE RELEASEES' EQUIPMENT AND PREMISES, I AGREE TO THE FOLLOWING TERMS:

### DEFINITIONS

1. In this agreement, the term "**Organized Activities**" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: gondola; hiking; climbing wall, ropes courses or zip lines; Bagjump; putting course; golf; alpine coaster, cycling, Plunge aquatic or other aquatic activities; compass challenge, mountain orientation or other instructional type activities and other such activities, events and services in any way connected with or related to the Releasees.

### ACKNOWLEDGEMENT

2. It is understood that, by signing this Release, I am waiving my own rights and those of the child listed on the front of this form (the "Child").
3. I acknowledge that the Child is required to wear a helmet and/or other safety equipment while participating in certain Organized Activities. I am aware that there are guides or instructors available to answer any questions that the Child may have as to the proper use of the equipment. I acknowledge that the level of participation is at all times completely up to the Child.
4. I acknowledge that the Releasees may call for medical care for the Child or to transport the Child to the hospital if, in the sole opinion of the Releasees, medical attention is needed for the Child and that I am responsible to pay all costs associated with such medical care and related transportation.

### ASSUMPTION OF RISKS

5. **Helmet Rental/Use:** I understand that helmets are intended to help reduce the risk of serious head injury, however cannot completely eliminate or prevent this risk. I understand that helmets do not prevent traumatic head injury or injury to the wearer's face, neck or spinal cord.
6. I am aware that participation in Organized Activities involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking motorized and other equipment; variation or changes in the terrain both inside and out; changing weather conditions; encounters with wildlife, poison ivy, or insects; slipping, tripping, falling, including falling from heights; impact or collision with trees, fences, equipment, or other natural or man-made objects; collision with other persons, including being struck from behind; failure to keep limbs within a cart; improper use of safety equipment; the failure to climb or belay safely; being struck by club, ball or other equipment; becoming lost or separated from the group; inability to control one's speed and direction; the possibility of entanglement, strangulation, fatigue, pinching, burns, abrasions, contusions, splinters, straining, over-exposure to heat or the sun, drowning, chemical reaction or skin sensitivities, exhaustion from physical exertion; improper dismount; failure to follow instructions; aggravation of pre-existing injuries, conditions or congenital anomalies; condition of and hidden defects in the equipment; malfunctioning equipment; negligence of other participants or instructors; and **NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ORGANIZED ACTIVITIES.** I am also aware that the risks, dangers and hazards referred to above exist throughout the terrain and may be uncontrolled, unmarked and not inspected.
7. **I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ORGANIZED ACTIVITIES, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. I ALSO ACCEPT RESPONSIBILITY FOR ANY PERSONAL OR PROPERTY DAMAGE CAUSED BY OR AS A RESULT OF MY CHILD'S PARTICIPATION IN ORGANIZED ACTIVITIES.**

**CONTINUE TO NEXT PAGE**



**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

8. In consideration of the Releasees accepting my application, and the Child's application, to participate in Organized Activities and permitting my use, and the Child's use, of their property, equipment including rental equipment, premises, parking and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree:

a) **TO WAIVE ANY AND ALL CLAIMS** that I, or the Child, have or may in the future have against THE RELEASEES, and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury including death, or expense that I or the Child may suffer, or that my or the Child's next of kin may suffer, either directly or indirectly, as a result of the Child's participation in Organized Activities and the Child's use of the premises, equipment and 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, R.S.O. 1990, c.O.2, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME OR THE CHILD FROM THE RISKS DANGERS AND HAZARDS OF ORGANIZED ACTIVITIES;**

- b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any claims or demands resulting from any property damage or personal injury to the Child or any third party, which might be made against the Releasees resulting from the Child's participation in Organized Activities and my, and the Child's, use of the premises, equipment and facilities;
- c) That this Agreement shall be effective and binding upon my, and the Child's, heirs, next of kin, executors, administrators, assigns and representatives, in the event of my, or the Child's, death or incapacity;
- d) That this Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario;
- e) That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario; and
- f) In entering into the Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of Organized Activities, other than what is set forth in the 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 THE CHILD OR OUR RESPECTIVE HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Name of Parent/Guardian (please print)

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Name of Witness

\_\_\_\_\_  
Signature of Witness

**THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED AND WITNESSED PRIOR TO PARTICIPATING IN ORGANIZED ACTIVITIES**

**Privacy Notice:** Blue Mountain and Intrawest respect your privacy. Any personal information we collect is used only to develop products, services and offers, communicate with our customers and complete the transactions that ultimately deliver our products and services to you. Your personal information is not shared, without your consent, with third parties for the purpose of marketing or selling their products or services. For more information, please go to [www.bluemountain.ca/privacy](http://www.bluemountain.ca/privacy).