

**LIFT ACCESSED MOUNTAIN BIKING ONLY
CALABOGIE PEAKS ULC**

**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!

Initial of participant. If participant is 17 and under, parent/guardian initials required.

Initial

TO: CALABOGIE PEAKS ULC, AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS, REPRESENTATIVES, SPONSORS, SUCCESSORS AND ASSIGNS (hereinafter collectively referred to as "The OPERATORS")

AND TO: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ONTARIO (hereinafter referred to as "The PROVINCE")

Name	Last	First		
Address	Street			
	City	Province	Postal Code	Email Address

In this agreement the term "Lift-Accessed Mountain Biking" shall include all activities or involvement in any way connected or associated with Lift Accessed Mountain Biking Services or with orientation, instruction, training or guiding given by The Operators.

ASSUMPTION OF RISKS

I am aware that participating in Lift-Accessed Mountain Biking involves risks, dangers and hazards including, but not limited to: collision with natural or man-made objects; collision with other spectators, or persons on or near the premises used for Lift Accessed Mountain Biking; Loss of control on our trails; accidents resulting from inclement weather or winds; failure to follow instructions given by the operators, equipment failure; negligence of other participants; and **NEGLIGENCE ON THE PART OF THE OPERATORS AND THE PROVINCE INCLUDING THE FAILURE ON THE PART OF THE OPERATORS AND THE PROVINCE TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF LIFT ACCESSED MOUNTAIN BIKING ACTIVITIES.** I am also aware that the risks, dangers and hazards referred to above exist throughout the property and many are unmarked.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN LIFT ACCESSED MOUNTAIN BIKING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, HAZARDS AND THE RESPONSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the operators and the province allowing me to use their lands and premises for the purposes of participating in Lift Accessed Mountain Biking and allowing access for my use of their ski lifts, restaurants, parking, mountain trails, and other facilities, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against CALABOGIE PEAKS ULC, its directors, officers, employees, agents, contractors, representatives, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as "THE OPERATORS"), and **TO RELEASE THE OPERATORS and PROVINCE** 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 participation in Lift Accessed Mountain Biking 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 ON THE PART OF THE OPERATORS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF LIFT ACCESSED MOUNTAIN BIKING ACTIVITIES REFERRED TO ABOVE:**

2. TO HOLD HARMLESS AND IDEMNIFY THE OPERATORS AND THE PROVINCE from any and all damage to property of, or personal injury to, any third party, resulting from my participation in Lift Accessed Mountain Biking shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

3. This agreement shall be governed by and interpreted in accordance with the laws of the province of Ontario; and

4. Any litigation involving the parties to this Agreement shall be brought within the province of Ontario.

In entering into this agreement I am not relying upon any oral or written representations or statements made by The Operators and the Province other than what is set forth in this Agreement.

I am in good physical condition with no recurrent physical problems that could be aggravated by my participation in Lift Accessed Mountain Biking.

It is understood and agreed that this Agreement shall not apply in respect of injuries resulting from mechanical breakdown or failure of ski lifts or tows, or any related equipment.

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 OPERATORS AND THE PROVINCE.

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

Signed this _____ day of _____ Year _____

DATE OF BIRTH _____ / _____ / _____ SIGNATURE OF PARTICIPANT _____

SIGNATURE OF WITNESS SIGNATURE OF PARENT/GUARDIAN IF PARTICIPANT IS UNDER 18 YEARS OF AGE

PRINT NAME OF WITNESS PRINT NAME OF PARENT/GUARDIAN

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE PARTICIPANT AND WITNESSED.