

RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the “Release Agreement”)

BY SIGNING THIS RELEASE AGREEMENT YOU WILL WAIVE OR GIVE UP
CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF
THE OCCUPIERS’ LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

I Agree (Initials)

I agree that this Release Agreement shall apply to all my participation in all Winter Activities during
Tawatinaw Valley’s 2025-26 season without having to sign another Release Agreement.

I Agree (Initials)

TO: TAWATINAW VALLEY SKI CLUB, operating as TAWATINAW VALLEY, and WESTLOCK COUNTY and each of their directors,
officers, employees, instructors, coaches, trainers, guides, agents, representatives, volunteers, contractors, subcontractors,
sponsors, insurers, successors and assigns (hereinafter collectively referred to as the “Releasees”).

Name of Participant (“Participant”)		Last	First	Date of Birth
Address	Street		City	Prov/State
	Postal Code	Telephone	Email	

DEFINITION

In this Release Agreement, the term “Winter Activities” shall include, without limitation participation in all forms of skiing, snowblading, all forms of snowboarding, telemark skiing, cross-country skiing, all forms of snow skating, ski biking, use of non-traditional alpine equipment, ski jumping, snow tubing, and use of any ski runs, trails, terrain parks, half-pipes, race courses, and the tube park; and participation in all lessons, programs, camps, training, activities, events, leagues, races, or services, related thereto, and provided, arranged, organized, conducted, sponsored, hosted, or authorized by the Releasees, and shall include, without limitation, snow school lessons, camps, programming, competitions, training, demonstrations, orientational or instructional courses, clinics, seminars and sessions; loading, unloading and travel by or movement in or around lifts, conveyors, snowcats, sleds, snowmobiles and motorized vehicles; first aid or rescue services; use of or presence at restaurants, day lodges, parking, access roads and other facilities or areas; and all other activities, events and services in any way connected with or related to the Releasees.

ASSUMPTION OF RISKS

I am aware that participating in Winter Activities will expose me to many risks, dangers and hazards that may result in physical injury, psychological injury, paralysis, brain injury, death, property damage or loss, including loss to other third parties. These risks, dangers and hazards include, without limitation: boarding, riding and disembarking ski lifts and conveyors; misloads or falls from ski lifts and conveyors; changing weather conditions; avalanches; exposed rock, earth, ice and other natural objects; trees, tree wells, tree stumps and forest deadfall; the condition of snow or ice on or beneath the surface; changes or variations in the terrain which may create blind spots or areas of reduced visibility; changes or 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; snowcat roads, road banks or cut banks; impact by or collision with lift towers, fences, snowmaking equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment , objects or structures; use of halfpipes, terrain parks, rails, boxes, jumps and other features; reduced visibility caused by weather; collision with or being hit by skiers or snowboarders, other persons, or snow tubers; encounters with domestic or wild animals; equipment failure; loss of balance or control; slips, trips, and falls; accidents during snow school lessons; improper training techniques; failure to act safely or within one’s own ability or to stay within designated areas; being ejected from a snow tube; failing to stop or slowdown in designated area; failure to stay in tube lane; loss of control or balance during snow tubing; slippery or icy conditions; the negligence, inattention or inexperience of other persons; lack of fitness or conditioning; a medical condition whether known or unknown; negligent first aid; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; witnessing or being involved in a traumatic or upsetting event; and NEGLIGENCE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS AND FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM, OR WARN ME OF, THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WINTER ACTIVITIES. I am also aware that these risks, dangers and hazards exist throughout the facilities and surrounding areas and that many hazards are unmarked.

ACKNOWLEDGMENT – SAFETY

I have been advised to wear a properly fitted, approved snow sport helmet when participating in Winter Activities. A helmet designed for Winter Activities use may help reduce the risk of some types of injuries to the Participant at slower speeds; however, serious injury or death can result from both low and high energy impacts, even when a helmet is worn. I FURTHER AGREE THAT I WILL COMPLY WITH THE ALPINE RESPONSIBILITY CODE AND OTHER SIGNAGE AS POSTED AT TAWATINAW VALLEY AND, IF I AM SIGNING THIS RELEASE AGREEMENT AS A PARENT/LEGAL GUARDIAN, I AGREE IT IS MY RESPONSIBILITY TO ENSURE THE MINOR UNDERSTANDS AND COMPLIES WITH THE ALPINE RESPONSIBILITY CODE.

I AM AWARE OF, FREELY ACCEPT AND FULLY ASSUME ALL OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH WINTER ACTIVITIES, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM. I AGREE THAT MY PARTICIPATION IN WINTER ACTIVITIES IS PURELY VOLUNTARY AND I ELECT TO PARTICIPATE DESPITE THESE RISKS, DANGERS AND HAZARDS.

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TAWATINAW VALLEY’S TERRAIN PARKS – INCREASED RISKS

The Tawatinaw Valley Terrain Parks include extra small, small, medium, large and extra large features and increasingly difficult terrain. As with many adventure sports, Winter Activities in the Tawatinaw Valley Terrain Parks involves the risk of injury, including serious injury, head injury, paralysis, or death. The participant controls the degree of risk they will encounter in using the features in the Tawatinaw Valley Terrain Parks. **I ACKNOWLEDGE THAT THE RISK OF INJURY INCREASES WITH THE SIZE AND DEGREE OF DIFFICULTY OF THE FEATURE AND TERRAIN AND THE PARTICIPANT’S LAUNCH SPEED AND COMPLEXITY OF TRICK OR MANEUVER.**

I understand **THAT SNOWSPORT HELMETS ARE HIGHLY RECOMMENDED IN THE TAWATINAW VALLEY TERRAIN PARKS**, and I further agree to follow all etiquette and other guidelines issued by Tawatinaw Valley from time to time with respect to the use of the Tawatinaw Valley Terrain Parks.

I ACKNOWLEDGE AND AGREE THAT I HAVE BEEN ADVISED OF THE ENHANCED RISKS ASSOCIATED WITH USE OF THE TAWATINAW VALLEY TERRAIN PARKS. IF I AM SIGNING THIS RELEASE AGREEMENT AS A PARENT/LEGAL GUARDIAN, I AGREE IT IS MY RESPONSIBILITY TO ENSURE THE PARTICIPANT UNDERSTANDS RISKS, DANGERS AND HAZARDS OF WINTER ACTIVITIES AND THE ENHANCED RISKS ASSOCIATED WITH USE OF THE TAWATINAW VALLEY TERRAIN PARKS.

I Agree (Initials)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for a pass or ticket and permitting my participation in Winter Activities, 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 heirs, next of kin, executors, administrators, assigns and representatives may suffer, as a result of my participation in Winter Activities, **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*, RSA 2000, c O-4, ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES INCOMPLETE OR IMPROPER INSTRUCTIONS AND FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM, OR WARN ME OF, THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN WINTER ACTIVITIES;**

I Agree (Initials)

2. **TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE RELEASEES** from any and all liability for any property damage, loss, or personal injury to any third party resulting from my participation in Winter Activities or travel beyond area boundaries;
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 Alberta and no other jurisdiction;
5. Any litigation involving the parties to this Release Agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta; and
6. If any provision of this Release Agreement is held by a Court to be unenforceable, then such provision will be modified to the minimum extent necessary to make it enforceable while reflecting the Participant and Releasees’ intention as closely as possible. All remaining provisions of this Release Agreement shall remain in full force and effect as drafted.

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

I understand that any pass or ticket issued to me is the property of Tawatinaw Valley, it is not transferable, may not be resold or used by others, and is revocable for misconduct or breach of Tawatinaw Valley’s posted rules, including, without limitation, the Alpine Responsibility Code.

I CONFIRM THAT I HAVE READ AND I AGREE TO THIS RELEASE AGREEMENT. I AM AWARE THAT, BY SIGNING THIS RELEASE 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, INCLUDING THE RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS RELEASE AGREEMENT FREELY AND VOLUNTARILY AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY.

Signed this _____ day of _____, 20____

PRINTED NAME OF PARTICIPANT
(or parent/legal guardian if under 18)

SIGNATURE OF PARTICIPANT
(or parent/legal guardian if under 18)

PRINTED NAME OF WITNESS

SIGNATURE OF WITNESS