

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

Initial

Mountain View Ski Hill and Ski Shop and Don Foster and Irene Foster

| | | |
|------------|-------------|-----------------|
| Last Name: | First Name: | Middle Initial: |
| Street: | | |
| City: | Province: | Postal Code: |

In this agreement, the term "skiing" shall include "snowboarding" and "telemark skiing"

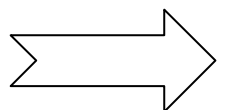
ASSUMPTION OF RISKS

I am aware that skiing involves risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps, forest dead fall, the condition of snow or ice on or beneath the skiing surface; changes or variations in the skiing terrain which may create blind spots or areas of reduced visibility; changes or variations in the skiing surface or sub-surface, including changes due to man-made or artificial snow, variable and difficult snow conditions, streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; snowcat roads, road-banks or cut-banks; impact or collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; impact or collision with other skiers; the failure to ski safely or within one's own ability or within designated areas; negligence of other skiers and NEGLIGENCE ON THE PART OF MOUNTAIN VIEW SKI HILL AND SKI SHOP AND DON FOSTER AND IRENE FOSTER, OR IT'S STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING. I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and many are unmarked. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Mountain View Ski Hill and Ski Shop and Don Foster and Irene Foster accepting my application for a seasons pass and permitting my use of its ski lifts, ski runs and trails, snowboard and terrain parks, race courses and other facilities (herein referred to as "the skiing facilities"), I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against Mountain View Ski Hill and Ski Shop and Don Foster and Irene Foster and its directors, officers, employees, agents and representatives. (All of whom are herinafter collectively referred to as "THE RELEASEES") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expends, 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 skiing facilities due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c. 0.2 ON THE PART OF THE RELEASEES, AND INCLUDING THE FAIULRE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING REFERRED TO ABOVE;



2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my use or presence on the skiing facilities;
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 this Agreement shall be brought withing the Province of Ontario.

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

lit is Understood and agreed that this Agreement shall not apply in respect of injuries resulting from mechanical breakdown or failure of ski lifts, tows, or any other 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, NECT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Family Minors
Under the age of majority (Ontario: 18 yrs or age)

| Last Name | First Name | Signature | Date |
|-----------|------------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |

Family Adults

NOTE: if the /Participant is under the age of majority in the province/territory in which he/she resides, a parent or legal guardian MUST sign below.

| Last Name | First Name | Signature | Date |
|-----------|------------|-----------|------|
| | | | |
| | | | |
| | | | |
| | | | |

Witness (Midland Ski Center Staff)

| Last Name | First Name | Signature | Date |
|-----------|------------|-----------|------|
| | | | |

NOTE: All Informed Consent and Assumption of Risk Agreements are to remain with the Midland Ski Center for a minimum of three years

Please submit to Midland Ski Center

This agreement must be completed in full, signed, dated, and witnessed before a pass may be issued.