

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

Name of insured: **The Midland Ski Club, Mountain View Ski Centre and Ski Shop and Don Foster and Irene Foster.**

Rental Agreement

1. I accept full responsibility for the care of the rental equipment ("the Equipment") list on this form and I agree to pay for any damage to the Equipment and replace at full retail value, any Equipment not returned on the agreed date.
2. I also agree to return the Equipment in clean condition to avoid any additional charges
3. I am familiar with the proper use of the Equipment. I also understand that the rental technicians are able to answer any question I may have as to the use of the Equipment.

ASSUMPTION OF RISKS

Cross Country/Snowshoeing; I understand that the binding system of is not designed or intended to release and will not release and will not release under normal circumstances. I understand that the cross country boot/binding system is a non release system; it will not reduce the risk injury during a fall.

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

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT.

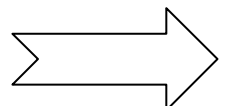
In consideration of the rental of the Equipment, I hereby agree as follows;

1. TO WAIVE ANY AND ALL CLAIMS that have or may have in the future against Name of Insured; The **Midland Ski Club, Mountain View Ski Center and Ski shop and Don Foster** and the manufacture and distributor of the equipment and their directors, officers, employees, agents and representatives(all of whom are hereinafter collectively referred to as "the Releases") and to RELEASE THE RELEASES from any and all liability for any loss, damage, injury or expense that I may suffer, or that next of kin my suffer as a result or of arising out of any aspect of my use of the equipment. DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF WARRANTY ON THE PART OF THE RELEASES in respect of the design, manufacture, selection, installation, maintenance or adjustment of the equipment. Or in the respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the equipment.
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASES 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 and 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 within the Province of Ontario.

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 RELEASES.

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 **Club Executive for a minimum of three years.**

Please submit to Midland Ski Center