

**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

To: Mountainview Ski Centre Event Name:

Event Date:

Name:	Last	First	Initial
Address:	Street		
	City	Province	Postal Code

ASSUMPTION OF RISKS

I am aware that Mountain Biking involves many risks, dangers, and hazards including, but not limited to: changing weather conditions; rocks, earth, and other natural objects; changing trail conditions due to weather or down-fall, trees, variations in the terrain which may create blind spots, impact with natural or man-made objects, collision with other riders, the failure to ride safely within one's own ability or within designated areas; negligence of other riders; **AND NEGLIGENCE ON THE PART OF MOUNTAINVIEW SKI CENTRE OR ITS STAFF INCLUDING THE FAILURE OF MOUNTAINVIEW SKI AREA AND ITS STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING.** I am also aware that the risks, dangers, and hazards referred to above exist throughout the riding 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/or loss resulting there from.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In Consideration of Mountainview Ski Centre accepting my application for race participation and permitting the use of its bike trails and race course and other facilities (herein after referred to as "the cycling facilities"), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Mountainview Ski Area, and its directors, officers, employees; agents and representatives, (all of whom are herein after collectively referred to as "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 next of kin may suffer as a result of my use of or my presence on the cycling 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 FROM THE RISKS, DANGERS, AND HAZARDS OF MOUNTAIN BIKING 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 of or the presence on the cycling 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 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 Releasees other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTOOD 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 RELEASEES.

Date: ___/___/____ (MM/DD/YYYY)

Witness:
Print Name Clearly:

Signature of Participant:
Print Name Clearly:

Participants Under The Age of 18:

As the Parent/Legal Guardian of the Participant, I agree to the above terms for my child. Signature _____

This Agreement must be completed in full, signed, dated, and witnessed before race registration may be issued.