

**NOTICE TO ALL USERS OF THESE PREMISES AND FACILITIES
EXCLUSION OF LIABILITY ASSUMPTION OF RISK**

The use of these premises and participation in activities on the premises are subject to the conditions set out in the Exclusion of Liability and Assumption of Risk Notice, which is posted throughout the premises. These conditions will affect your legal rights including the right to sue for negligence or breach of contract or breach of statutory duty of care under the Occupiers Liability Act.

PLEASE READ THE NOTICE CAREFULLY

Espanola Ski Hill, Inc. o/a Boogie Mountain

**Please read Carefully
Participant agreement not to sue,
Voluntary assumption of the risk and waiver of claim**

This release of liability, voluntary assumption of the risk and waiver of claim agreement ("agreement"), is entered into

by and between _____ ("Participant"), and the Espanola Ski Hill, Inc. o/a Boogie Mountain (including its affiliated entities and subsidiaries and their officers, agents, directors, shareholders, partners, sponsors, coaches and employees, owner(s) of the property where Espanola Ski Hill, Inc. o/a Boogie Mountain is operating. As used in this agreement, the term Participant shall include the parents and legal guardian where the participant is under the age of eighteen (18).

Whereas, Participant, has decided to voluntarily participate in an Espanola Ski Hill, Inc. o/a Boogie Mountain event.

At **Espanola Ski Hill, Inc. o/a Boogie Mountain** on _____ Or from _____ to _____

Whereas, Participant, recognizing, that participation in any of the events, lessons or activities is a HAZERDOUS ACTIVITY which is inherently dangerous, has voluntarily entered one or more of the events or participated in any activities or lessons, despite all known and unknown risk of serious personal injury and/or death presented by practicing for and actually participating in the various events, lessons or activities; and

Whereas, Participant understands that this agreement is a general release barring participant from bringing any claim for personal injury and/or death which is in any way related to practicing for or participating in any of the events, lessons or activities; and

Whereas, Participant knows his/her own capabilities and limitations regarding each of the events, lessons, and activities, entered of participated; and

Now, therefore, in consideration of being permitted to participate in one or more of the events, lessons and activities, Participant expressly and freely agrees to the following:

- 1- To **assume all risks** of serious personal injury and/or death arising from practicing for and/or participating in the various events, lessons or activities.
- 2- To inspect the area prior to practicing for/or participating in any of the events lessons or activities.
- 3- To **waive and release from Liability and hold harmless** any and all claims that participant may have against Espanola Ski Hill, Inc. o/a Boogie Mountain its officers, agents, partners, sponsors, employees, directors, shareholders, affiliated entities, subsidiaries, coaches, and all insurers, for any and all loss, damage, injury or expense that participant may suffer, or that Participant's next of kin may suffer, as a result of Participant's practicing for or participation in any events, lessons or activities, due to any cause whatsoever, excluding negligence of the part of Espanola Ski Hill, Inc. o/a Boogie Mountain it's respective officers, agents, sponsors, partners, employees, directors, shareholders, affiliated entities, subsidiaries, Owner(s) of property where Espanola Ski Hill, Inc. o/a Boogie Mountain is operated, any entity or person hired to perform any function with respect to the event, coach and all volunteers.
- 4- In entering this agreement, the Participant is not relying on any oral or written representations or statements made by Espanola Ski Hill, Inc. o/a Boogie Mountain with the respect to safety of Espanola Ski Hill, Inc. o/a Boogie Mountain events other than which is set forth in this agreement.
- 5- That this agreement shall be interpreted in accordance with the laws of the Province of Ontario.
- 6- That any dispute regarding the enforceability of this agreement shall be filled in the courts of the Province of Ontario and shall not be transferred to any other province or state.
- 7- If any term, provision, covenant, or condition of this agreement is held by a court of competition jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and the effects and shall in no way be affected impaired or invalidated.

I, the undersigned Participant acknowledge having been advised by Espanola Ski Hill, Inc. o/a Boogie Mountain it would be to my benefit to obtain Insurance before participating in this event. I, the undersigned Participant, having read and understood the terms of this agreement, sign this agreement freely and on my own accord, realizing that it is binding upon myself, my heirs, assign and next of kin.

Date Participant's date of birth Signature of Participant

Email: _____

If Participant is not 18 years old

Participants Parent or Legal Guardian's name Parent or Legal Guardian Signature

Witness Name Witness Occupation Signature of Witness