

Consent , Disclosure and Waiver of Liability

Section 8 Snowsport Institute

#18 - 255 Anderton Ave. Courtenay BC Canada V9N 2G9
Phone/fax: 250 338-5510 Email: info@section8ski.com

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

Please read carefully!

I am aware that the training program I am undertaking through Section 8 Snowsport Institute constitutes a course taken at the sole discretion of the undersigned. I am further aware that this course involves activities with inherent risks, dangers and hazards. I am aware of the possibility of personal injury, death, property damage or loss resulting therefrom.

The assumption of risk refers to all activities throughout the duration of the course and includes but is not limited to all skiing and snowboarding disciplines and mountain travel within and outside the ski area boundary, classroom sessions, field trips, extra curricular activities, and transportation in connection with the course.

Portions of this course take place in a hazardous mountain environment and involve strenuous physical activity and aggressive "high risk" skiing or snowboarding. I acknowledge and accept that risks may include but are not limited to avalanches, crevasses, cliffs, cornices, trees, tree wells, unmarked obstacles, ice, variable snow conditions, physical exertion, collisions or impact with other persons or vehicles, winter travel on highways and backcountry roads, becoming lost or separated from guides and instructors, extreme rapidly changing weather conditions, encounters with wildlife, remoteness from normal medical services, evacuation difficulties, mechanical failure, risks associated with camp stoves such as burns or carbon monoxide poisoning, environmental, food or water born illness, collapse of snow shelters, negligence of other persons, or failure on the part of Section 8 Snowsport Institute, it's staff or partners to safeguard or protect me from the risks dangers and hazards mentioned above.

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

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in a Section 8 training program, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged,

I hereby agree as follows:

To WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Section 8 Snowsport Institute or its partners arising out of any aspect of my participation in the course.

To RELEASE SECTION 8 SNOWSPORT INSTITUTE and it's partners from any and all liability for any loss, damage, expense or injury including death that I or my next of kin may suffer through my participation in the course.

To HOLD HARMLESS AND INDEMNIFY SECTION 8 SNOWSPORT INSTITUTE and its partners from any and all liability for any property damage or any injury to any third party resulting from my participation in the course.

CONSENT

I, the undersigned, give Section 8 Snowsport Institute permission to have a physician tend to me should it be considered necessary. It is understood that Section 8 Snowsport Institute and its staff are not responsible for the cost of medical care or other associated expenses.

I agree to participate and follow the rules and directions of Section 8 Instructors, guides and coaches with regards to safety requirements.

I hereby confirm that I am at an age of legal consent and that I have read and understood this Agreement prior to signing it. I am aware that by signing this Agreement I am waiving certain legal rights and that the Agreement will be binding upon my heirs, next of kin, executors, administrators and successors, and agree that this Agreement shall be governed in all respects and interpreted in accordance with the laws of Canada.

Signed this _____ day of _____ 20_____

Signature of participant: _____ Please print name clearly: _____

Signature of witness: _____ Please print name clearly: _____

(If applicant is under 19 years of age)

Signature of Parent or Guardian: _____ Please print name clearly: _____