Poley Mountain Resorts ltd. [NB]

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")

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

PLEASE READ CAREFULLY!

This Release Agreement shall apply to all subsequent pass & card renewals.

INITIAL

TO: **Poley Mountain Resorts ltd. [NB]** and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter collectively referred to as the "Releasees").

Name	Last	First		Initial
Address	Street		City	Prov/State
	Postal Code	Telephone	Email	

SECTION 1: ACKNOWLEDGEMENT OF RISKS – *PLEASE READ CAREFULLY!*

I am aware that skiing, snowboarding and participating in snow school lessons, clinics and sessions (collectively referred to as the "Activity") involve many 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 and forest deadfall; the condition of snow or ice on or beneath the surface; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; negligence of other persons; and **RISKS RESULTING FROM THE NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM, OR WARN ME OF, THE RISKS, DANGERS AND HAZARDS**. I also understand that other risks include variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; cliffs; crevasses; snowcat roads, road-banks or cut-banks; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; encounters with domestic and wild animals including dogs and bears; exposure to **INFECTIOUS DISEASE CONTRACTED THROUGH VIRUSES, BACTERIA, PARASITES, AND FUNGI WHICH MAY BE TRANSMITTED THROUGH DIRECT OR INDIRECT CONTACT**; collision with other persons; loss of balance or control; slips, trips and falls; and accidents during participation in the Activity**.** I am also aware that the risks, dangers and hazards referred to above exist throughout and beyond the ski area and that many hazards are unmarked.

SECTION 2: ASSUMPTION OF RISKS – *PLEASE READ CAREFULLY!*

I FREELY ACCEPT AND FULLY ASSUME ALL THE RISKS, HAZARDS, AND DANGERS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (AS SET OUT IN SECTION 1) WHILE ENGAGED IN OR AS A RESULT OF MY VOLUNTARY PARTICIPATION IN THE ACTIVITY

INITIAL

SECTION 3: RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT. THESE CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS – *PLEASE READ CAREFULLY!*

IN CONSIDERATION OF the Releasees accepting my application for a Season Pass and permitting my use of the lifts, ski runs, trails, terrain parks, race courses, restaurants, day lodge, parking, access roads and other ski area facilities (hereinafter "the premises"), I hereby agree as follows:

1. **I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE,** that arise or result from in whole or in part, participating in the Activity and, without limitation, claims arising out of or resulting from THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY DUTY OF CARE OWED BY THE RELEASEES;
2. **WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE** against the Releasees;
3. **RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE, AND INJURY AND DEATH, INCLUDING ANY CLAIM FOR CONTRIBUTION AND INDEMNITY, that I may suffer from my participation in the Activity DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT AND ANY DUTY OF CARE OWED TO ME BY THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE; and
4. **INDEMNIFY AND HOLD HARMLESS** the Releasees from any and all liability, including claims for contribution and indemnity, for any damage to property of or personal injury to, any third party, resulting from my, or my family member or next of kin, use of the Releasees' property or participation in the Activity.

INITIAL

5. AGREEMENT BINDING - This Release 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;
6. JURISDICTION - This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of New Brunswick and no other jurisdiction. Any litigation involving the parties to this Release Agreement shall be brought solely within New Brunswick, and shall be within the exclusive jurisdiction of the Courts of New Brunswick; and
7. SEVERABILITY - If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

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

The Season Pass issued to the Passholder is the property of Poley Mountain Resorts ltd., is not transferable, not for resale and is revocable for misconduct or breach of the Alpine Responsibility Code.

I HAVE READ AND UNDERSTAND THIS RELEASE 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.

Signed this _____ day of _____, 20____

Signature of Witness
Please print name clearly

Signature of Passholder
Please print name clearly
Signature of Parent or Guardian if applicant is under 18 years