

HUTCH SKI/SNOWBOARD ACADEMY INC.

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 Hutch Ski/Snowboard Academy Inc. (including its affiliated entities and subsidiaries and their officers, agents, directors, shareholders, partners, sponsors, coaches and employees, owner(s) of the property where Hutch Ski/Snowboard Academy Inc. 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 a Hutch Ski/Snowboard Inc. event.

At _____ 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 Hutch Ski/Snowboard Academy. Inc. 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 Hutch Ski/Snowboard Academy Inc. it's respective officers, agents, sponsors, partners, employees, directors, shareholders, affiliated entities, subsidiaries, Owner(s) of property where Hutch Ski/Snowboard Academy 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 Hutch Ski/Snowboard Academy Inc. with the respect to safety of Hutch Ski/Snowboard Academy Inc. 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 Hutch Ski/Snowboard Academy Inc. 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