

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT - BY SIGNING THIS AGREEMENT YOU AGREE TO WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE - *READ CAREFULLY!***

**TO: Canadian Adaptive Snowsports (CADS), Divisions & Clubs**

**AND TO: DEFINITIONS** In this Agreement:

a) The terms “Releasees” shall include (Canadian Adaptive Snowsports, Association and their respective directors, officers, employees, agents and volunteers)

In full or partial consideration for allowing me to attend the premises of Canadian Adaptive Snowsports (“CADS”)/Divisions/Clubs at (the “Facilities”) and/or participate in any adaptive Snowsport activity including skiing, snowboarding, (the “Activities”), I agree that:

1. I understand and accept there is risk of serious injury or death, including the risk of contracting Covid-19, by attending the Facilities or participating in the Activities, whether as a student, athlete, coach, instructor, volunteer, member, participant, family member of or otherwise in close contact with participants (the “Participants”).
2. I understand all safety rules for attendance at the Facilities or participation in the Activities must be followed at all times, including CADS’ Return to Snow Plan rules and guidelines, and all applicable federal and provincial Covid-19 rules and guidelines, regardless of my role. I understand I am solely responsible for my personal safety.
3. I understand and accept the safety measures taken by CADS, the Club and all Participants, including the measures set out above, will not and cannot eliminate all risks associated with attending the Facilities or participating in the Activities, including serious injury, death and contracting Covid-19.

I UNDERSTAND AND AGREE, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN THAT BY SIGNING THIS DOCUMENT I AGREE AS FOLLOWS:

1. WITHOUT ANY QUALIFICATION WHATSOEVER, I ASSUME ALL RISKS associated with my attendance at the Facilities or participation in the Activities, including serious injury, death, contracting Covid-19 or any compounding or aggravation of injuries caused by negligent rescue operations or procedures arising in any way, even if such risks arise in any way from any act, omission, RECKLESSNESS, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF ANY CONTRACT, STATUTE, BYLAW, FEDERAL OR PROVINCIAL REGULATION OR ORDER, OR OTHER DUTY OF CARE INCLUDING UNDER THE RELEVANT OCCUPIERS LIABILITY ACT, by any persons, entities or organizations associated in any way with the Facilities and Activities including but not limited to Canadian Adaptive Snowsports, the Divisions/Clubs facility owners, lessees, lessors, municipal or government authority, promoters, sanctioning bodies, member clubs, associations and subdivisions, facility operators, sponsors, advertisers, other participants, rescue personnel, inspectors, underwriters, consultants and others who give recommendations, directions, or instructions or engage in risk evaluation and loss control activities regarding the Facilities or Activities, or any one or more of them and their respective directors, officers, employees, volunteers, guides, contractors, agents and representatives (collectively, the “Releasees”);
2. I PROVIDE A FULL AND FINAL RELEASE AND WAIVER OF ALL LIABILITY AND ALL CLAIMS that I have or may have in the future, against the Releasees, from any and all liability for any loss, damage, injury, death, and/or expense, including contracting Covid-19, that I may suffer as a result of my attendance at the Facilities or participation in the Activities in any capacity, due to any cause whatsoever and arising in any way, including any act, omission, RECKLESSNESS, NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF ANY CONTRACT, STATUTE, BYLAW, FEDERAL OR PROVINCIAL REGULATION OR ORDER, OR OTHER DUTY OF CARE INCLUDING UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES;
3. I AGREE NOT TO SUE THE RELEASEES OR ANY OTHER PERSON OR ORGANIZATION for any loss, damage, injury, death, and/or expense, including contracting Covid-19, arising in any way, and whether directly or indirectly related to my attendance at the Facilities or participation in the Activities;

4. I AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS THE RELEASEES AND EACH OF THEM from any liability, loss, damage, claim, action, award, cost, or expense including legal fees, of any form or type whatsoever, they may incur due to any claim made against them or any of them by me or on my behalf, or that of my estate, whether such claim is based on any act, omission recklessness, negligence, gross negligence, breach of contract, statute, bylaw, federal or provincial regulation or order, or any other breach of duty whatsoever of the Releasees;
5. I agree this Release of Liability and Indemnity Agreement is governed by the laws and in the courts of the Province in which the Facilities are located and the Activities occur.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE, WHICH I, MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES NOW OR IN THE FUTURE.

## **NATIONAL PRIVACY POLICY**

Privacy Notification - Personal information on this form is collected pursuant to the Personal Information Protection and Electronic Documents Act ("PIPEDA"). CADS will use your information to send you newsletters and other informational materials, and for statistical purposes. Your information will remain confidential, and will only be used or disclosed as authorized under the PIPEDA.

CADS National Privacy Policy is as follows: [Click here](#)