

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 Canadian Snowsports Association (CSA)
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;

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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.

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Date

Signature of Participant

Printed Name of Participant

Signature of Witness



Appendix C.2 - Participant Waiver Agreement (Minor)

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 Canadian Snowsports Association (CSA)
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 my minor child/ward to attend the premises of Canadian Adaptive Snowsports (“CADS”)/Division/club at (the “Facilities”) and/or participate in any adaptive Snowsport activity including skiing, snowboarding, (the “Activities”), I agree that:

4. I am the parent/guardian having full legal responsibility for decisions regarding my minor child/ward, namely

[name] _____
5. I understand and accept on behalf of myself and minor child/ward 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”).
6. My minor child/ward is physically and mentally capable to attend the Facilities and/or participate in the Activities. [Minor’s name _____] does not currently have and has not had within the past 14 days, any symptoms of Covid-19 including fever, dry cough, fatigue, aches, pains, sore throat, diarrhoea, conjunctivitis, headache, loss of taste or smell, skin rash, discolouration, difficulty breathing, chest pain or loss of speech or movement (the “Covid-19 Symptoms”).
7. I understand and accept on my behalf and my minor child/ward’s behalf 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, ON BEHALF OF MY MINOR CHILD/WARD, THEIR HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES, NEXT OF KIN, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, THAT BY SIGNING THIS DOCUMENT I AGREE AS FOLLOWS:

6. WITHOUT ANY QUALIFICATION WHATSOEVER, MY MINOR CHILD/WARD AND I ON BEHALF OF MY MINOR CHILD/WARD ASSUME ALL RISKS associated with my minor child/ward’s 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, 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”);

7. 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 my minor child/ward may suffer as a result of their 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;
8. 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 minor child/ward’s attendance at the Facilities or participation in the Activities;
9. 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 my minor child/ward, anyone on behalf of my minor child/ward, 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;
10. 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 MY MINOR CHILD/WARD, THEIR HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS, AND I AND/OR MY MINOR CHILD/WARD MAY HAVE AGAINST THE RELEASEES NOW OR IN THE FUTURE.

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Date

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Signature of Witness

