

**CANADA WEST SKI AREAS ASSOCIATION (CWSAA)
COMPETITOR PASS PROGRAM**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS
AND ASSUMPTION OF RISKS AGREEMENT**

(hereinafter the "Release Agreement")

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

PLEASE READ CAREFULLY!

I have been offered a copy of this Release Agreement and I have been advised to read it carefully.

Initial - Passholder

Initial - parent or guardian if passholder is under age 18

Name of Passholder	Last	First	Middle Initial
Address	Street		
	City	Province/State	Postal/Zip Code
Telephone	Home	Work	Mobile
Emergency Contact	Name		Telephone
Date of Birth	Year	Month	Day
FIS Code #	Club Name		

Information about the Canada West Competitors Pass

The Canada West Ski Areas Association believes that deserving young ski and snowboard athletes should be given all the support possible to reach their goal to one day represent Canada in Olympic Games, World Championships or World Cups. For this reason CWSAA created the ALL AREAS COMPETITOR PASS to facilitate eligible athletes access to participating CWSAA ski areas for the purpose of training and competition. All athletes must understand that the use of the Competitor Pass is a privilege that carries with it the responsibility to conduct themselves in a sportsman-like fashion, showing leadership to their fellow athletes.

An athlete who is disciplined for pass infractions or other disciplinary issues, such as breach of the Alpine Responsibility Code or other irresponsible behavior, at a host ski area or who has received sanctions from their provincial sport organization, will automatically be disqualified from the All Area Competitor Pass Program.

The Competitor Pass may only be used by the passholder named on the pass. The pass is not transferable and will be revoked for misuse.

Athletes who discontinue regularly scheduled training programs or competitions, except due to injury, must return the Competitor Pass to their respective provincial sport organization immediately. In the case of season ending injury a pro-rated refund will be provided upon presentation of a note from a Doctor and return of the pass.

ALPINE RESPONSIBILITY CODE



THERE ARE ELEMENTS OF RISK THAT COMMON SENSE AND PERSONAL AWARENESS CAN HELP REDUCE, REGARDLESS OF HOW YOU DECIDE TO USE THE SLOPES, ALWAYS SHOW COURTESY TO OTHERS. PLEASE ADHERE TO THE CODE LISTED BELOW AND SHARE WITH OTHERS THE RESPONSIBILITY FOR A SAFE OUTDOOR EXPERIENCE.

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| 1 | <i>Always stay in control. You must be able to stop or avoid other people or objects.</i> | 6 | <i>Always use proper devices to prevent runaway equipment.</i> |
| 2 | <i>People ahead of you have the right-of-way. It is your responsibility to avoid them.</i> | 7 | <i>Observe and obey all posted signs and warnings.</i> |
| 3 | <i>Do not stop where you obstruct a trail or are not visible from above.</i> | 8 | <i>Keep off closed trails and closed areas.</i> |
| 4 | <i>Before starting downhill or merging onto a trail, look uphill and yield to others.</i> | 9 | <i>You must not use lifts or terrain if your ability is impaired through use of alcohol or drugs.</i> |
| 5 | <i>If you are involved in or witness a collision or accident, you must remain at the scene and identify yourself to the Ski Patrol.</i> | 10 | <i>You must have sufficient physical dexterity, ability and knowledge to safely load, ride and unload lifts. If in doubt, ask the lift attendant.</i> |

**Know the Code - Be Safety Conscious
It Is Your Responsibility**

I understand that breach of the Alpine Responsibility Code or the ski area's Rules and Regulations may result in a disqualification from the CWSAA Competitor Pass Program.

Initial here

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TO: Canada West Ski Areas Association ("CWSAA"), The Canadian Snowsports Association, Alpine Canada Alpin, BC Alpine, Alberta Alpine, Saskatchewan Alpine, Manitoba Alpine, Yukon Alpine, NWT Alpine, The Canadian Snowboard Federation, BC Snowboard Association, Alberta Snowboard Association, Saskatchewan Snowboard Association, Manitoba Snowboard Association, Yukon Snowboard Association, NWT Snowboard Association, The Canadian Freestyle Ski Association, BC Freestyle Ski Association, Alberta Freestyle Ski Association, Saskatchewan Freestyle Ski Association, Manitoba Freestyle Ski Association, Yukon Freestyle Ski Association, NWT Freestyle Ski Association, Canadian Association for Disabled Skiers, All Participating CWSAA Member Ski Area Operators and their respective, directors, officers, employees, instructors, agents, representatives, independent contractors, subcontractors, suppliers, hosts, volunteers, successors and assigns (hereinafter collectively the "**Releasees**").

ASSUMPTION OF RISKS

I understand that my use of the CWSAA Competitor Pass is subject to the terms and conditions set forth in this Release Agreement and on the exclusion of liability set forth on the ski area day pass issued by the Ski Area Operator and on notices posted on various locations at the ski area as set out below. I agree to assume all risks, dangers and hazards associated with the use of the CWSAA Competitor Pass. I am aware that skiing or snowboarding and the use of the facilities at the ski area (hereinafter collectively referred to as the "Activities") involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; slips, trips and falls; loss of balance or control; sudden and unexpected changes in weather conditions; avalanches; 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; 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; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; exposed holes on or adjacent to the trails; rockfall; 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; snow immersion; collision with other persons; encounters with wild and domestic animals; failure to act safely or within one's own ability or to stay within designated areas; negligent first aid; negligence of other persons; and **NEGLIGENCE 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 THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE.**

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RELEASE OF LIABILITY AND WAIVER OF CLAIMS

I agree to waive any and all claims and to release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or my next of kin may suffer as a result of my participation in the Activities due to any cause whatsoever, including negligence, breach of contract or breach of any statutory or other duty of care, including any duty of care owed under the *Occupiers Liability Act* 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 the risks, dangers and hazards of participating in the Activities. I agree that any litigation involving the Releasees shall be brought solely within the Province where the Activities take place and shall be within the exclusive jurisdiction of the Courts of that Province. I further agree that these conditions and any rights, duties and obligations as between the Releasees and myself shall be governed by and interpreted solely in accordance with the laws of the Province where the Activities take place and no other jurisdiction.

SKI AREA OPERATOR DAY PASS EXCLUSION OF LIABILITY

As a condition of use of the ski area and other facilities, the ticket holder assumes all risk of personal injury, death or property loss resulting from any cause whatsoever including but not limited to: the risks, dangers and hazards of skiing, snowboarding, tubing, tobogganing, cycling, hiking and other recreational activities; the use of ski lifts, carpet lifts and tube tows; collision with natural or man-made objects or with other persons; slips, trips or falls, accidents during snow school lessons; travel within or beyond the area boundaries; or negligence, breach of contract, or breach of statutory duty of care on the part of the ski area operator and its associated companies and subsidiaries and their respective employees, instructors, guides, agents, independent contractors, subcontractors, representatives, volunteers, sponsors, successors, and assigns (hereinafter collectively referred to as the "Ski Area Operator"). The ticket holder agrees that the Ski Area Operator shall not be liable for any such personal injury, death or property loss and releases the Ski Area Operator and waives all claims with respect thereto. The ticket holder agrees that any litigation involving the Ski Area Operator shall be brought solely within the Province where the activities take place and shall be within the exclusive jurisdiction of the Courts of that Province. The ticket holder further agrees that these conditions and any rights, duties and obligations as between the Ski Area Operator and the ticket holder shall be governed by and interpreted solely in accordance with the laws of the Province where the activities take place and no other jurisdiction.

I HAVE READ THE RELEASE AGREEMENT PRINTED ABOVE AND I AGREE TO BE BOUND BY THOSE CONDITIONS AND THE SKI AREA DAY PASS EXCLUSION OF LIABILITY

NAME OF PASSHOLDER	SIGNATURE OF PASSHOLDER	SIGNATURE OF PARENT/GUARDIAN IF PASSHOLDER IS UNDER AGE 18
PASS NO. (for CWSAA use only)	DATE	SIGNATURE OF WITNESS