



Season Pass Release Acknowledgment/Informed Consent
The Recreational Outdoor Campus (ROC) Tube & Terrain Park

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

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

PLEASE READ CAREFULLY!

INITIAL

OFFICE USE	Pass #	<input type="checkbox"/> Replacement Card \$5.00		Staff Initial
Name	Last	First	Initial	Phone
Address	Street	City		Prov
	Postal Code	Email		Birthdate (mm/dd/yyyy)

TO: The Town of Georgina, The Recreational Outdoor Campus, and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (**hereinafter collectively referred to as the "Releasees"**).

ASSUMPTION OF RISKS

I am aware that skiing, snowboarding, tubing and tobogganing involve many inherent risks, dangers and hazards including, but not limited to: the use of ski lifts; changing weather conditions; avalanches; collision with natural or man-made objects (including exposed rock; earth; ice, trees, tree wells, tree stumps, forest deadfall, signs, fencing, snowmaking equipment, vehicles and structures); 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; hazards posed by obstacles and geographic features (including streams, creeks, exposed holes in the snow pack above streams and creeks, cliffs, snowcat roads, road-banks or cut-banks); collision with other persons; loss of balance or control; failure to use safe and functioning equipment; failure to act safely or within one's own ability or to stay within designated areas; negligence of other skiers, snowboarders and other persons; and NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE 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. We are also aware that the risks, dangers and hazards referred to above exist throughout the facilities of the ROC Tube & Terrain Park and that many hazards are unmarked. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees accepting my application for a Season Pass and permitting my use of the lifts, ski runs, tube runs, tobogganing hills, trails, terrain park, race courses, restaurants, chalet and other ski area facilities (hereinafter "the facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against **THE RELEASEES**, and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, as a result of my use of or my presence on the facilities DUE TO ANY CAUSE WHATSOEVER, INCLUDING THE INHERENT RISK OF SKIING, SNOWBOARDING, TUBING AND TOBOGGANING 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, RSO 1990, C.02 ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE 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;

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage to property of or personal injury to any third party, resulting from my participant's use of or presence on the facilities;
3. This Agreement shall be effective and binding upon my heirs, family, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdictions; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario, and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.
 - In entering into this Agreement I am not relying upon any oral or written representations or statements made by Releasees with respect to the safety of skiing, snowboarding or tubing other than what is set forth in this Release Agreement.
 - It is understood that this Release Agreement shall not apply in respect of injuries resulting from mechanical breakdown of ski lifts.
 - The Season Pass issued to the Pass Holder is the property of The Recreational Outdoor Campus and is not transferrable, not for resale and is revocable for misconcept or breach of The Recreational Outdoor Campus Responsibility Code.

PASS HOLDER INITIAL:

SEASON PASSHOLDER AGREEMENT

As the purchaser of a Season Pass (hereinafter referred to as "the Passholder") I agree to the following Terms and Conditions:

1. All passes are non-refundable and non-transferable.
2. The Passholder must sign the Release Agreement and/or have their parent or guardian sign the Release Agreement on their behalf (if the Passholder is under the 18 years of age).
3. Season Passes are valid only on public operating dates.
4. The Passholder must be prepared to present their pass each time the lift is used.
5. The Passholder is responsible for reading, understanding and abiding by the "ROC Alpine/Tubing Responsibility Code."
6. REPLACEMENT SEASON PASS ID CARDS: Upon the report of a lost or stolen Season Pass ID Card, the Passholder will receive one complimentary lift pass. Following this, the regular priced lift ticket will apply. The replacement cost of lost, stolen or damaged passes is \$5. Should a "forgotten" pass be found on a person other than the Passholder, the pass will be revoked and trespassing charges will be issued.

I HAVE READ AND UNDERSTAND THIS RELEASE ACKNOWLEDGEMENT/INFORMED CONSENT AND I AM AWARE THAT BY SIGNING THIS ACKNOWLEDGEMENT/INFORMED CONSENT 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 Pass Holder

Signature of Witness

Please print name clearly

Please print name clearly

Signature of Parent or Guardian if applicant is under 18 years