Season Pass Waiver

**TOURISM PEI - PROVINCIAL PARKS**

**Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement**

**In this agreement the term “skiing” shall include “snowboarding” and “fatbiking”**

Assumption of Risks

I am aware that skiing involves many inherent risks, dangers and hazards, including , but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; exposed rock, earth, ice, trees or other natural objects; the condition of snow or ice on or beneath the skiing surface; changes or variations in the skiing surface or subsurface, including changes due to man-made or artificial snow; streams, creeks and exposed holes in the snowpack above streams or creeks; impact with ski lift towers, snow making equipment, snow grooming equipment or to other structures, objects or equipment used in connection with skiing or ski racing; impact or collision with other skiers; avalanches; the failure to ski safely or within one’s own ability or within designated areas; negligence or other skiers and; negligence on the part of Mark Arendz Provincial Ski Park at Brookvale, or its staff. I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many are unmarked. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration or Mark Arendz Provincial Ski Park at Brookvale, accepting my application for a season’s pass and permitting my use of its ski lifts, ski runs, restaurants, parking and other facilities (hereinafter referred to as “the skiing facilities”), I hereby agree as follows:

1. To waive any and all claims that I have or may in the future have against Mark Arendz Provincial Ski Park at Brookvale and its directors, officers employees, agents and representatives (all of whom are hereinafter collectively referred to as “the Releases”);
2. To release the releases from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of my use of or my presence on the skiing facilities due to any cause whatsoever , INCLUDING NEGLIGENCE BREACH OR CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1979, c. 303, ON THE PART OF THE RELEASES;
3. To hold harmless and indemnify the Releases from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my use of or presence on the skiing facilities; and
4. This agreement shall be effective and biding upon my heirs, next of kin, executors, administrators, assigns and representatives in the event of my death or incapacity.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by the Release other than what is set forth in this Agreement.

It is understood and agreed that this Agreement shall not apply in respect of injuries resulting from mechanical breakdown or failure of ski lifts or tows, or any related equipment.

Valid for the season. User accepts the possibility of fall, injuries and collisions, knowing that skiing is a dangerous sport. User assumes all risk of personal injury, loss, damages, or expenses howsoever or by whomever caused. User agrees to take reasonable care of his own safety and that of others.

Management reserves the right to revoke this ticket at any time in its discretion.

Season pass is valid only during regular operating schedule. Season Passes purchased are not refundable or transferable. The prorated value of a season pass may be credited to the customer in case of serious injury preventing participation in the sport. The value will be prorated from the time of injury.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MY HAVE AGAINST THE RELEASES.

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

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Please PRINT Name of Pass Holder Staff Initials

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Signature of Pass holder or Parent/Guardian Date

**Personal information on this form is collected under authority of the PEI Freedom of Information and Protection of Privacy Act (FOIPP) for administration purposes. Questions regarding the collection or use of this information can be referred to Erin Curley at 902-658-7862.**