

# AQUATERA TUBE ZONE WAIVER

## 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 TO  
CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

SIGNATURE

**PLEASE READ CAREFULLY!**

<b>Name</b>	Last	First	Initial
<b>Address</b>	Street		Apt #
	City		Prov/State
<b>Birthdate</b>	Year	Month	Day
	Age		Male/Female
<b>Local address</b>			<b>Local phone</b>

**TO:** Grande Prairie Ski Club operating as Nitehawk Year-Round Adventure Park and their directors, officers, employees, agents, guides, volunteers, independent contractors, subcontractors, sponsors, successors, assigns and representatives (all of whom are hereinafter referred to as **"the Releasees"**).

**DEFINITIONS:** In this Agreement:

- (a) the term "Special Events Sponsor" shall include any individual, corporation, association, institution, or organization that is associated with a Special Event as an organizer, promoter, sponsor or advertiser;
- (b) the term "Special Events" shall include any activity which is organized, conducted or sponsored by the Releasees and shall include, but is not limited to, races, competitions, demonstrations and other such events or activities;

**ASSUMPTION OF RISKS**

I am aware that tubing, lugging and participating in Special Events involve many inherent risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts and transportation trailers & sleighs; changing weather conditions; exposed rock, earth, ice, or other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of snow or ice on or beneath the snow surface; changes or variation in the terrain used for tubing and lugging and Special Events which may create blind spots or areas of reduced visibility; changes or variations in the snow surface or subsurface, including changes due to man-made or artificial snow; variable and difficult snow conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; impact or collision with lift structures, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles and other vehicles, equipment, structures, or objects or equipment used in connection with tubing, lugging, skiing, snowboarding and Special Events; snowcat roads, road-banks or cut-banks; impact or collision with other tubers, lugers, skiers, racers, spectators, participants, competitors, course officials; avalanches; the failure to tube or luge safely or within one's own ability or within designated areas; negligence of other tubers, lugers, skiers, snowboarders, racers, spectators, participants, competitors, course officials; and **NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SPECIAL EVENTS.** I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for tubing, lugging, skiing, snowboarding and Special Events 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 AND LOSS RESULTING THEREFROM.

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

In consideration of the Releasees accepting my application to participate in Special Events and permitting my use of their tube and luge runs, transportation trailers, ski lifts, ski runs and trails, snowboard terrain parks, race courses and other facilities (hereinafter 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 **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 skiing facilities **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SPECIAL EVENTS 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 use of or presence on the skiing facilities;
3. This Agreement shall be effective and binding upon my heirs, 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 Alberta and no other jurisdiction; and
5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Alberta and shall be within the exclusive jurisdiction of the Courts of the Province of Alberta.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees 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, tows, or any related equipment.

**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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Name ( <i>print clearly</i> )	Date of Birth <i>(mm/ dd/ yy)</i>	Signature	Current Date <i>(mm/ dd/ yy)</i>	Witness
1 _____	____/____/____	_____	____/____/____	_____
2 _____	____/____/____	_____	____/____/____	_____
3 _____	____/____/____	_____	____/____/____	_____
4 _____	____/____/____	_____	____/____/____	_____
5 _____	____/____/____	_____	____/____/____	_____
6 _____	____/____/____	_____	____/____/____	_____