

Event: Nitehawk – “TRAIL TRAINING – RUN GROUP SESSIONS” 2017

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
PLEASE READ CAREFULLY!

SIGNATURE

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

TO: Grande Prairie Ski Club operating as Nitehawk Year-Round Adventure Park, their respective directors, officers, shareholders, employees, agents, independent contractors, subcontractors, representatives, successors and assigns, and all Event organizers, officials, workers, volunteers, participants, sponsors, promoters and advertisers (all of whom are hereinafter collectively referred to as “**THE RELEASEES**”). **DEFINITIONS:** In this Agreement, the term “**Event**” shall refer to the “**Trail Training – Run Group Sessions**” at Nitehawk Recreation Area and includes, but is not limited to: cross country running, trail hiking, hill climbing, training sessions, demonstrations, races, events; competitions; and all activities and services in any way connected with or related to the “**Trail Training – Run Group Sessions**”.

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;

NOTICE TO PARTICIPANTS: EVENT RULES

The organizers of the Event publish Rules relating to the Event. All participants are expected to read and abide by these Rules. Copies of the Rules will be available on registration.

ACKNOWLEDGEMENT – SAFETY: I acknowledge that I am responsible to ensure that I am in and good physical condition during my participation in the Event.

ASSUMPTION OF RISKS: I am aware that participating in the Event involves running on steep, rugged and physically challenging race courses and will expose me to many risks, dangers and hazards including but not limited to: boarding, riding and disembarking chairlifts; changing weather conditions; mechanical failure of equipment; falls; loss of balance; difficulty or inability to control one’s speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in running terrain including bumps, berms, jumps, steep or slippery sections, off-camber turns, holes, depressions, loose gravel, rocks, earth, mud, cliffs, etc.; trees, stumps and forest deadfall; streams, creeks, rivers; collision with natural and man-made objects, vehicles, spectators, officials and other Event participants.

I AM AWARE THAT ONE OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATION IN THE EVENT IS NEGLIGENCE ON THE PART OF THE RELEASEES, INCLUDING THE FAILURE OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE EVENT, SOME OF WHICH ARE REFERRED TO ABOVE. I acknowledge that the risks, dangers and hazards are increased during the Event, due to the competitive nature of the activity and the fact that there will be many other participants on the course. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting there from.

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 ski lifts, bike runs, trails, race courses and other facilities (hereinafter the "Nitehawk Recreation 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 Nitehawk Recreation 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 Nitehawk Recreation 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.

Signature of Witness
Print name clearly
Date Day / Month / Year

Signature of Participant
Parent/Guardian print name clearly
Signature of Parent/Guardian if under 18 years of age