

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

(Approved by CWASC Board of Directors on October 12, 2020)

CONSENT

I HAVE READ AND UNDERSTAND THIS RELEASE OR LIABILITY AND INDEMNIFICATION AGREEMENT PRIOR TO SIGNING IT AND I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT-OF-KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES. IN SIGNING THIS CONSENT/RELEASE I AGREE TO THE FOLLOWING:

A) AUTHORIZE ACA/PSO AND/OR CLUB TO USE MY PHOTOGRAPH, IMAGE AND LIKENESS (“MY IMAGE”) IN ALL FORMS AND MANNER INCLUDING BUT NOT LIMITED TO PUBLICATION ON INTERNET WEBSITES, BROADCAST, AND ANY OTHER PUBLICATIONS AS RELEASED TO OR BY ACA, FOR THE PROMOTION OF SKIING.

B) COLLECTION AND USE OF ALL PERSONAL INFORMATION BY ACA PURSUANT TO ACA’S PRIVACY POLICY, WHICH IS LOCATED ON ACA’S WEBSITE (WWW.ALPINECANADA.ORG)

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

PARTICIPANT: I AM AWARE THAT SKIING INVOLVES CERTAIN DANGER AND RISKS, INCLUDING, BUT NOT LIMITED TO COLLISION WITH NATURAL AND MAN-MADE OBJECTS AND WITH OTHER SKIERS AND SPECTATORS AND FALLING AT HIGH SPEED WHILE RACING OR TRAINING AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH DANGERS AND RISKS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THERE FROM.

IN CONSIDERATION OF ALPINE CANADA ALPIN (A.C.A.) AND THE CANADIAN SNOWSPORTS ASSOCIATION (THE C.S.A.) ACCEPTING MY APPLICATION FOR REGISTRATION AND PERMITTING ME TO PARTICIPATE IN COMPETITIONS, EVENTS OR TRAINING AUTHORIZED OR SANCTIONED BY A.C.A. AND THE C.S.A., I HEREBY FOR MYSELF MY HEIRS, NEXT-OF-KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS, HEREBY AGREE AS FOLLOWS:

1. TO WAIVE ANY AND ALL CLAIMS THAT I MAY HAVE AGAINST A.C.A., THE C.S.A., THE SKI CLUB, ZONE OR DIVISION NAMED IN SECTION ON THE REVERSE. ANY OTHER SKI CLUB OR SKI AREA CONNECTED WITH SUCH COMPETITIONS, EVENTS, TRAINING AND THEIR DIRECTORS, OFFICERS, COACHES, EMPLOYEES, REPRESENTATIVES, OFFICIALS, AGENTS, VOLUNTEERS AND SPONSORS (ALL OF WHOM ARE HEREINAFTER COLLECTIVELY REFERED TO AS THE RELEASEES).
2. TO RELEASE THE RELEASEES 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 PARTICIPATION IN THE SAID COMPETITIONS, EVENTS OR TRAINING DUE TO ANY CAUSE, WHATSOEVER, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES.
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH TO ANY THIRD PARTY RESULTING FROM MY PARTICIPATION IN THE SAID COMPETITIONS EVENTS OR TRAINING.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

I FULLY RECOGNIZE AND AGREE THAT THE PROVINCIAL FIS LICENCE GRANTED TO ME BY ACA IS A LICENCE RESTRICTED TO ENTRY INTO FIS RACES WITHIN MY HOME PROVINCE ONLY.

I FURTHER ACKNOWLEDGE THAT I HAVE DECLINED TO PARTICIPATE IN THE CSA/ACA OUT OF COUNTRY SPORT ACCIDENT INSURANCE PROGRAM (SAIP) AND THAT I AM FULLY RESPONSIBLE FOR THE PAYMENT OF ANY ACCIDENT, MEDICAL, MOUNTAIN RESCUE OR EVACUATION COSTS THAT I MAY INCUR WHILE TRAINING OR COMPETING OUTSIDE OF MY HOME PROVINCE.

FURTHERMORE, I AGREE THAT I WILL HOLD THE CSA/ACA AND THE PROVINCE OF REGISTRATION HARMLESS FROM ANY COSTS THAT MAY BE INVOICED OR ASSESSED AGAINST THEM BY ANY SERVICE PROVIDER ASSOCIATED WITH ANY INJURY ARISING OUT OF TRAINING OR COMPETING OUTSIDE MY HOME PROVINCE.

THAT THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF ATHLETES HOME PROVINCE; AND THAT ANY LITIGATION INVOLVING THE PARTIES OF THIS AGREEMENT SHALL BE BROUGHT WITHIN THE LAWS OF THE ATHLETES HOME PROVINCE

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT (IF COMPETITOR UNDER 18 YEARS OF AGE)

PARENT / GUARDIAN: I HAVE READ AND UNDERSTAND THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT SET OUT ABOVE IN CONSIDERATION OF ALPINE CANADA ALPIN (A.C.A.) AND THE CANADIAN SNOWSPORTS ASSOCIATION, (C.S.A.) ACCEPTING THE APPLICATION FOR REGISTRATION OF the aforementioned athletes listed on the club membership application for Calgary Westside Alpine Ski Club,

(HEREAFTER REFERED TO AS "THE COMPETITOR") AND PERMITTING THE COMPETITOR TO PARTICIPATE TO COMPETITONS, EVENTS OR TRAINING AUTHORIZED OR SANCTIONED BY A.C.A. AND THE C.S.A.. I HEREBY FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS AND ASSIGNS AS FOLLOWS:

1. TO WAIVE ANY AND ALL CLAIMS THAT I MAY HAVE AGAINST A.C.A., THE C. S. A., THE SKI CLUB, ZONE OR DIVISION NAMED IN SECTION A ABOVE, ANY OTHER SKI CLUB OR SKI AREA CONNECTED WITH SUCH COMPETITIONS, EVENTS, TRAINING AND THEIR DIRECTORS, OFFICERS, COACHES, EMPLOYEES, REPRESENTATIVES, OFFICIALS, AGENTS, VOLUNTEERS AND SPONSORS (ALL OF WHOM ARE HEREINAFTER COLLECTIVELY REFERED TO AS THE RELEASEES.)
2. TO RELEASE THE RELEASEES 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 OR THE COMPETITOR'S PARTICIPATION IN THE SAID COMPETITIONS, EVENTS TRAINING DUE TO ANY CAUSE WHATSOEVER INCLUDING ANY NEGLIGENCE ON THE PART OF THE RELEASEES.
3. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY PROPERTY, DAMAGE, PERSONAL INJURY OR DEATH SUSTAINED BY THE COMPETITOR OR BY ANY THIRD PART RESULTING FROM THE COMPETITOR'S PARTICIPATION IN THE SAID COMPETITIONS, EVENTS OR TRAINING.

Signed this _____ day of _____, 20____

Signature of Participant

Calgary Westside Alpine Ski Club Policies and Agreements

Signature of Witness
Please print name clearly

Please print name clearly
Signature of Parent or Guardian if applicant is under 18 years

