

**RELEASE OF LIABILITY, WAIVER OF CLAIMS  
AND ASSUMPTION OF RISKS AGREEMENT  
(hereinafter referred to as the "Release 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!**

**TO:** BEAVER VALLEY SKI CLUB and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, assigns and representatives (all of whom are hereinafter collectively referred to as the "Releasees").

**THE SPECIAL EVENT SPONSORS**, and their directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, assigns and representatives (all of whom are hereinafter collectively referred to as the "Releasees").

**DEFINITIONS:**

In this Agreement:

- (a) Freestyle Terrain Park shall include but is not limited to half pipes, quarter pipes, jibs, rails, fun boxes, banks, rollers, takeoffs, landings, ramps, features, elements, jumps and other features constructed out of a variety of materials both manmade and natural in various configurations and locations. Freestyle Terrain Parks may contain features that are rated as per the Freestyle Terrain Rating System (S, M, L, XL)
- (b) 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;
- (c) 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 Freestyle Ontario Programs, Club or other competitions, demonstrations, coaching activities and other such events or activities.

**ASSUMPTION OF RISKS**

I am aware that skiing and snowboarding generally and participating in Freestyle Terrain Park activities, and Special Events specifically, involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest deadfall; 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; streams, creeks, and exposed holes in the snow pack above streams or creeks; cliffs; snowcat roads, road-banks or cut-banks; steepness and configuration of the terrain, freestyle terrain parks; injuries resulting from skiing or riding half pipes, quarter pipes, jibs, rails, fun boxes, jumps, banks, rollers, takeoffs, landings, ramps and other features and elements whether natural or man made; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures or objects or equipment used in connection with skiing, snowboarding, Freestyle Terrain Parks and Special Events, collision with other skiers, snowboarders, racers, spectators, participants, competitors, course officials, employees; volunteers, loss of balance or control; failure to act safely or within one's own ability or to stay within designated areas; negligence of other skiers, snowboarders and other persons. I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area 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 AND WAIVER OF CLAIMS**

In consideration of the Release permitting my use of the lifts, ski runs, trails, Freestyle Terrain Parks, race courses, restaurants, day lodge and other ski area facilities (hereinafter "the facilities"), and for accepting my application to participate in Freestyle Terrain Park Activities, Special Events, 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 resulting from either my use of or my presence on the facilities or travel beyond the ski area boundary, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE UNDER THE **OCCUPIERS' LIABILITY ACT**, 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 OF SKIING OR SNOWBOARDING REFERRED TO ABOVE;

- 2. This Release 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;
- 3. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction; and
- 4. Any litigation involving the parties to this Release 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.
- 5. PHOTO / VIDEO RELEASE – I consent to photographs and video taken of me during my participation at the ski resort, and to publication of the photographs by the Operators for advertising, promotional, educational and marketing purposes in all media including Internet. I release the Operator from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form, whether intentional or otherwise which may occur or be produced in the taking of said picture or video and the publication thereof. I also waive any right that I may have to inspect and/or approve the finished product that may be used in connection therewith or the use to which it may be applied.
- 6. I AGREE TO HOLD HARMLESS AND TO INDEMNIFY THE RELEASEES from any and all liability from property damage and personal injury to any third party, resulting from my use of the Freestyle Terrain Parks or use of the ski area and it's facilities; AND THAT, this Release of Liability shall be effective and binding upon my heirs, next of kin, executors, administrators, and assigns may have against the release.

**I HAVE READ AND UNDERSTAND THIS RELEASE 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 (print clearly) \_\_\_\_\_ Date of Birth (mm/dd/yy) \_\_\_\_\_ Applicant's Signature \_\_\_\_\_ Current Date \_\_\_\_\_ Witness \_\_\_\_\_

Parent/Guardian Full Name (Print): \_\_\_\_\_ Parent/Guardian's signature: \_\_\_\_\_  
*(parent or guardian to sign for those 18 or under)*

Relationship to Applicant: \_\_\_\_\_

## 2011 / 2012 Park Pass Test

Park Pass Number \_\_\_\_\_

Surname \_\_\_\_\_

\_\_\_\_\_ Member

First name \_\_\_\_\_

\_\_\_\_\_ Staff

Date \_\_\_\_\_

\_\_\_\_\_ Guest

**Minimum Score to pass the test is 80% or 12 out of 15**

1. Designations for feature size are:
  - a) Relative to each resort
  - b) Determined by size
  - c) Determined by degree of difficulty
  - d) All of the above
2. Before using the park you should:
  - a) Turn up your tunes
  - b) Check the road conditions
  - c) Convince someone to go with you
  - d) Make a plan
3. Before using a feature within the park you should:
  - a) Ride beside it first and watch other riders hit it
  - b) Ride it slowly with just a little air
  - c) Hit it the way you always do
  - d) Get some coaching from a buddy
4. What's most important about "Easy Style it"?
  - a) People below you have the right of way
  - b) Try to stick most of your landings
  - c) Start small and work your way up
  - d) Overtake slower riders when approaching features
5. How can you control your speed when approaching a jump?
  - a) Stop on the approach path
  - b) Do set up turns and speed checks on the approach
  - c) Sideslip or snowplow down the approach path
  - d) Never slow down, always go straight
6. "Respect the terrain and other users of the park, always call your drop in and always clear the landing" is the main message for what?
  - a) Alpine responsibility code
  - b) "Respect Gets Respect"
  - c) Common sense
  - d) Performing big jumps
7. What is the most important factor for reducing ski and snowboard injuries?
  - a) Ski and snowboard safely
  - b) Always wear a helmet
  - c) Always stay ahead of the other guy
  - d) Stay on beginner terrain
8. Which three of the following are requirements to jump safely?
  - a) Monitor light conditions, Monitor other park traffic, Don't jump blindly
  - b) Gain your friends attention, Don't go too fast, Monitor other park traffic
  - c) Go as fast as possible, Don't jump blindly, Monitor other park traffic
  - d) Call your drop, Don't jump blindly, Go as fast as possible
9. What does ATML stand for?
  - a) Approach, Takeoff, Method, Landing
  - b) Approach, Trick, Maneuver, Landing
  - c) Approach, Takeoff, Maneuver, Landing
  - d) Approach, Trick, Method, Lean, Launch
10. What does Freestyle Terrain include?
  - a) Half Pipes, Quarter pipes
  - b) Jibs, Rails, Fun Boxes
  - c) Jumps, Banks, Ramps and other features
  - d) All of the above
11. What are the four "Smart Style" steps?
  - a) Easy Styles, Ride Hard, Ride Fast, enjoy the Park
  - b) Make a Plan, Look before you leap, easy style it, Respect gets respect
  - c) Take ownership of the park, don't listen to park staff, Go big, go fast
  - d) Advance, Take off, Maneuver, Landing
12. What is considered an invert?
  - a) hand-plant
  - b) a maneuver performed off a jump or feature, which positions your head below your waist
  - c) Your head goes below your knees
  - d) All of the above
13. If the conditions of a feature have changed affecting its ride-ability, you should:
  - a) Ride it anyways
  - b) Don't ride it
  - c) Don't ride it and let the park staff know the problem
  - d) Ride it cautiously!
14. What are the consequences for riding a "Closed" feature?
  - a) Receive a warning
  - b) Having your park pass removed & your membership suspended, or your park pass removed & your Guest Pass (lift ticket) removed.
  - c) Receive "High Fives" from your friends
  - d) Only having your park pass removed
15. If you are new to riding in Terrain Parks, which park and features should you start on at Beaver Valley?
  - a) The large and XL jump line in The Playground
  - b) The small, wide boxes and small jumps in Paradise & Take A Hike Parks.
  - c) The Stair set and handrails in The Playground.
  - d) The Stash Park log features in The Playground.

I, \_\_\_\_\_ confirm that I have watched the Smart Style Terrain Park Video.

**BEAVER  
VALLEY  
SKI CLUB**