

WARNING! By signing this document, you will waive certain legal rights, including the right to sue. Please read carefully.

1. This is a binding legal agreement; therefore, clarify any questions or concerns before signing. As a Participant in the programs, activities and events of the Canadian Association of Nordic Ski Instructors (“CANSI”) and in the sport of Nordic skiing, cross country skiing and telemark skiing which includes all related training, competitions and practices (collectively the “Activities”), the undersigned acknowledges and agrees to the following terms:

Disclaimer

2. CANSI and its directors, officers, committee members, members, employees, coaches, instructors, trainers, volunteers, officials, participants, clubs, agents, sponsors, owners/operators of the land or facility where Activities occurs and representatives (collectively the “Organization”) are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

I have read and agree to be bound by paragraphs 1 and 2.

Description of Risks

3. I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities, cross country skiing and telemark skiing, including the possible risk of severe or fatal injury. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a) The risks, dangers and hazards particular to the activity(ies) in which I am participating;
 - b) Dry-land training including weights, running, massage, stretching and other physical training;
 - c) Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;
 - d) Falling or failing to ski safely or within one’s abilities or to remain within designated areas;
 - e) Avalanches or changing weather conditions and bad weather conditions including hypothermia, sunstroke, or dehydration;
 - f) Changes or variations in the ski surface, snow surface or subsurface, terrain, including blinds spots, areas of reduced visibility, changes due to man-made or artificial snow, or exposed holes in the snow pack above streams or creeks;
 - g) Exposed rock, earth, ice or other natural objects, trees, tree stumps and forest dead fall, streams, creeks
 - h) Collisions with the ski lift, ski lift structures, fences, snow making equipment, snow grooming equipment, snow cats, snowmobiles, other vehicles, structures trees, rocks or other objects, and other skiers, racers, spectators or course officials;
 - i) Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - j) Failing to comply with the rules established for participation;
 - k) Helicopter boarding, exiting, take-offs, landings or mechanical failure; and
 - l) Travel to and from Activities which are an integral part of the Organization’s activities.

Release of Liability and Disclaimer

4. In consideration of the Organization allowing me to participate, I agree:
 - a) That my physical condition is suitable to the Activities;
 - b) The sole responsibility for my safety remains with myself;
 - c) To remove myself if I sense or observe any unusual hazard or unsafe condition; or feel unable or unfit to safely continue;
 - d) To ASSUME all risks arising out of, associated with or related to my participation;
 - e) To WAIVE any and all claims that I may have now or in the future against the Organization;
 - f) To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the Activities; and
 - g) To FOREVER RELEASE the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the “Claims”) which I may have or may in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of contract and/or breach of any statutory duty of care of the Organization.

I have read and agree to be bound by paragraphs 3 - 4

Acknowledgement

5. I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Name of Participant (Please Print)

Signature of Participant

Date

Witness