

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

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY!

Initial

TO: Nova Ski Ltd., o/a Ski Martock (herein referred to as the "SKI AREA OPERATOR")

In this agreement the Term "skiing" shall refer to "snowboarding", "cross-country skiing", "snowblading" and "telemark skiing" and "we" shall refer to the program participant and his/her parent(s) / guardian(s) / agent(s).

ASSUMPTION OF RISKS

We are aware that the SKI AREA OPERATOR and its skiing programs have in addition to the usual risks inherent in the sport of skiing, certain additional dangers and risks including, but not limited to, the danger and risk of collision with natural and man-made objects, with other skiers and spectators, and we freely accept and fully assume all such dangers and risks and possibility of personal injury, death, property damage or loss resulting therefrom.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the SKI AREA OPERATOR permitting participation in "MARTOCK PROGRAMS" Hereafter referred to as The PROGRAM, we hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that we/I have or may in the future have against the **SKI AREA OPERATOR** and its directors, officers, employees, agents, representatives, sponsors, successors and assigns (all of whom are hereinafter collectively referred to as "THE RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that we/I may suffer, or that our/my next of kin may suffer resulting from either our/my use of or my presence on the skiing 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 OWED UNDER THE OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING AND SNOWBOARDING 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 or travel beyond the ski area boundary;

3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, 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 NOVA SCOTIA and no other jurisdiction; and

5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of NOVA SCOTIA and shall be within the exclusive jurisdiction of the Courts of the Province of NOVA SCOTIA.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the RELEASEES with respect to the safety of skiing and snowboarding 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, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

X _____
Signature Program Participant

_____/_____/_____
Date

Signature of /Parent/Guardian/Agent if Program Participant in under 19

Witness

THIS AGREEMENT MUST BE SIGNED, DATED AND WITNESSED BY US PRIOR TO PROGRAM START.

Ski Martock Program Registration Form

To: Nova Ski Ltd., o/a Ski Martock (herein referred to as the "Ski Area Operator")

Name of Participant		Age
D.O.B / /	Health Card #	
Address	City/Town	Prov.
Postal Code	E-mail	
Home Phone # /	Alt. Phone #	
Parent/Guardian Name(s)		

Program(s) Participating In

Multi-Week Programs

①
②

Season Starter(s) Participating In

Season Starter (1 Day)

<input type="checkbox"/> Ski <input type="checkbox"/> Snowboard <input type="checkbox"/> XC
Date: <input style="width: 50px;" type="text"/> / <input style="width: 50px;" type="text"/> / <input style="width: 50px;" type="text"/>

Season Starter(s) Participating In

March Break Day Camp (1 Day)

<input type="checkbox"/> Ski <input type="checkbox"/> Snowboard <input type="checkbox"/> XC
Date: <input style="width: 50px;" type="text"/> / <input style="width: 50px;" type="text"/> / <input style="width: 50px;" type="text"/>

Important information - Please Read

- Price does not include lift/trail ticket or rental.
- Helmets are mandatory for all alpine ski and snowboard programs.
- Programs run rain, snow or shine. There are no scheduled make up days.
- Please make sure to bring appropriate clothing. Layers, goggles, gloves...etc.
- Programs start at 9:30am and 1:00pm. Please be on time.
- Program participants must be able to ride the T-bar (alpine skiing & snowboarding), put on and take off their own equipment and ski / ride unassisted.
- New participants will be required to complete a skill level test prior to placement in a program.
- It is recommended that first time participants attend a one-day Season Starter Program.
- For more information check out www.martock.com