

Martock Season Rental Waiver

<input type="checkbox"/> Ski <input type="checkbox"/> Snowboard <input type="checkbox"/> Cross-Country Ski <input type="checkbox"/> Snowshoe	<input type="checkbox"/> K E S	Date: / /
--	---------------------------------------	-------------------

Last Name		First Name	
Address		City	
Prov.	Postal Code	Phone #	

Age	<input type="text"/>	Height	<input type="text"/>	Weight	<input type="text"/>		
Skier Type: (skiers only)	<input type="checkbox"/> I	<input type="checkbox"/> II	<input type="checkbox"/> III	Snowboard Stance: Reg.	<input type="checkbox"/>	Goofy	<input type="checkbox"/>

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

TO: Nova Ski Ltd., o/a Ski Martock, the manufacturer and distributor of the Equipment and their directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (**hereinafter collectively referred to as the "Releasees"**)

RENTAL AGREEMENT

1. **I accept full responsibility for the care of the rental equipment ("the Equipment") listed on the *Martock Season Equipment Rental Form* and agree to pay for any damage to the equipment and replace at full retail value any equipment not returned by the agreed date and time.**
2. I also agree to return the Equipment in clean condition to avoid any additional charges.
3. (Skiers Only) I have made no misrepresentations in regard to my height, weight, age or skier type. (This information is required in order to properly adjust the ski boot/binding settings.)
4. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer any questions I may have as to the proper use of the Equipment.

ASSUMPTION OF RISKS

I am aware that alpine skiing, snowboarding, nordic skiing and snowshoeing involve risks, dangers and hazards and that injuries are a common and ordinary occurrence of the sports.

ALPINE SKIING I understand that the ski / boot / binding system will not release under all circumstances, that it is not possible to predict every situation in which the system will release, and that the system is no guarantee that the user will not be injured.

Over \longrightarrow

SNOWBOARDING/ CROSS-COUNTRY SKIING/ SNOWSHOEING I understand that these binding systems are not designed or intended to release and will not release under normal circumstances. I understand that the snowboard, cross-country ski and snowshoe boot/binding system is a non-release system, it will not reduce the risk of injury during a fall and will increase the risk of not surviving an avalanche.

HELMETS I understand that a helmet designed for recreational snow sports use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when the helmet is worn.

It is the law in Nova Scotia to wear a properly fitted, properly fastened, certified snow sport helmet while alpine skiing or snowboarding.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND IDEMNITY AGREEMENT

In consideration of the Releasees accepting my rental of the Equipment and permitting my use of the lifts, ski runs, trails, freestyle terrain, race courses, nordic terrain, restaurants, day lodge and other ski area facilities (hereinafter "the facilities"), and for accepting my application to participate in snow school, lessons and programs 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, as a result of or arising out of any aspect my use of the Equipment or my presence on the facilities 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 **OCCUPIER'S LIABILITY ACT**, SNS1996, c.27 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 REFERRED TO ABOVE INCLUDING ANY WARRANTY ON THE PART OF THE RELEASEES in respect to the design, manufacture, selection, installation, maintenance or adjustment of the Equipment, or in respect of the provision or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment;

- 2 TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party, resulting from the use of the Equipment.
- 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 shall be governed and interpreted in accordance with the laws of the Province of Nova Scotia; and
- 5 Any litigation involving the parties to this Agreement shall be brought within the Province of Nova Scotia and shall be within the exclusive jurisdiction of the Courts of the Province of Nova Scotia.

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.

X	Date: / /
---	-------------------------

Signature of Renter or parent or guardian if equipment user is under 19.

X	X
---	---

Signature of Equipment User, if different from Renter

Witness

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE RENTER (AND PARENT OR LEGAL GUARDIAN IF NECESSARY) AND DULY WITNESSED, BEFORE RENTING FROM US.