

SKI BEN EOIN GROUP AGREEMENT

GROUP NAME: _____ DATE: _____

GROUP'S AUTHORIZED REPRESENTATIVE IS: _____

ADDRESS OF ABOVE REPRESENTATIVE: _____

PHONE: _____

ARRIVAL TIME: _____ DEPARTURE TIME: _____ # IN GROUP _____

CASH: _____ CHEQUE: _____ CHARGE: _____ (payment due upon arrival)

GROUP LIABILITY RELEASE AND AGREEMENT

PLEASE READ CAREFULLY

I verify that I have provided Ski Ben Eoin with a properly completed "Parental Permission and Release of Liability Form" for each student/group member.

In this agreement "skiing" shall include "snowboarding" and "cross-country skiing" and "we" shall refer to participating student, group member and his/her parent(s), guardian(s) or agent(s).

I understand and have explained to each member of the group there are inherent and other risks in the sport of skiing. I understand and have explained to each group member the sports of skiing and other recreational activities involve inherent risks of **injury and death**.

I understand and have explained to each member of the group the "Alpine and/or Cross-Country Responsibility Codes" approved by the Canadian Ski Patrol System and that adherence to these codes while participating in the sport of skiing could reduce the likelihood of injury, to each group member, and to others.

I understand that a helmet designed for "Recreational Snow Sports" use will help reduce the risks 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 a helmet is worn. I understand that helmets are required to be worn by all group members while skiing.** (Helmets are not required for cross-country skiing.)

This agreement is governed by the laws of Nova Scotia. If any provision of this agreement is determined to be unenforceable it shall be severed and all of the remaining provisions shall be given full force and effect.

It is understood and agreed to that I am authorized to sign this "Group Rental and Liability Release Agreement" on behalf of each group member and each equipment user and behalf of the School Board or any other organization named on this agreement. It is understood and agreed by my signing this "Equipment Rental and Liability Release Agreement" it is binding on each group member and equipment user, the School Board or any other organization which I and each group member are part of.

I, THE GROUP'S REPRESENTATIVE, HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS GROUP LIABILITY RELEASE AND AGREEMENT.

SIGNED: _____ DATE: _____

(ON BEHALF OF THE GROUP)

SIGNED: _____ DATE: _____
(ON BEHALF OF SKI BEN EOIN (CAPE BRETON SKI CLUB))

NOTE TO PARENT/GUARDIAN AND STUDENT/GROUP MEMBER

PLEASE READ CAREFULLY

_____ Is arranging a group trip to Ski Ben Eoin
Name of School/Group

In this agreement, the term "skiing" shall include "snowboarding" and "cross-country skiing" and "we" shall refer to participating student/group member and his/her parent(s)/guardian(s)/agent(s).

ASSUMPTION OF RISK

We are aware that skiing involves many risks, dangers and hazards and assume all the risks of personal injury or death or property loss resulting from any case whatsoever including but not limited to the inherent risks of skiing, and the use of ski lifts, collision with natural and man-made objects or other skiers, travel within or beyond the ski area boundaries, or negligence, breach of contract, or breach of statutory duty of care on the part of Ski Ben Eoin and it's staff. We agree that it's employees and agents shall not be liable for any personal injury, death or property loss and release Ski Ben Eoin and it's employees and agents and waive all claims with respect thereto.

Group Member/Student Initials _____ Parent/Guardian Initials _____

EQUIPMENT

Ski Ben Eoin provides rental equipment.

We accept full financial responsibility for the care of the equipment while it is in the possession of my son/daughter/group member. We will be responsible for the replacement at full value of any equipment rented on the "Group Equipment User form" but not returned to the rental facility. We agree to return all rental equipment by the specified date.

We understand that the binding system cannot guarantee the user's safety. In downhill skiing the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, cross-country skiing, and snowshoeing, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

We understand that a helmet designed for Recreational Snow Sports use will help reduce the risks of some types of injuries to the user at slower speeds. We recognize that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn. **We understand that helmets are required to be worn by students/group members while skiing.** (Helmets are not required for cross-country skiing.)

We further agree to defend and indemnify the PROVIDERS for any loss or damage, including any that results from claims or lawsuits for personal injury, death and property loss and damage related to the use of this equipment.

RESPONSIBILITY CODES

Ski Ben Eoin requires the parent/guardian and student/group member know and obey the ALPINE RESPONSIBILITY CODE and CROSS-COUNTRY SKIER'S RESPONSIBILITY CODE. Teachers/group leaders, chaperones reserve the right to revoke a lift ticket in event of a violation of the RESPONSIBILITY CODES or other unacceptable conduct.

Copies of Both Codes can be found at www.skibeneoin.com.

LIABILITY RELEASE

We agree to release Ski Ben Eoin, it's employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of the rental equipment (collectively the "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the sport of skiing, use of, or in any way related to the use of the rental equipment, including all liability which results from the

negligence of the PROVIDERS, or any other person or cause.

This agreement is governed by the laws of Nova Scotia. If any provision of this agreement is determined to be unenforceable it shall be severed and the remaining provisions shall be given full force and effect.

ACTIVITY STUDENT/GROUP MEMBER TO PARTICIPATE IN Check your choices

Skiing Snowboarding Snowshoeing

ABILITY (For student/group member lesson) Check One

Ability - Beginner lesson, group member never skied before

Level 1 Ability -Novice Lesson

Level 2 Ability - Intermediate Lesson

Level 3 Ability - Advanced Lesson

SKIER TYPE (Alpine Skiing Only) Check One

Type I New Skier, ski conservatively. Prefer slow speeds. Prefer easy, moderate slopes. Favor lower than average release/retention settings. This corresponds to an increased risk of inadvertent binding release in order to gain increased release capability in a fall.

Type II Ski moderately. Prefer a variety of speeds. Ski on a varied terrain, including most difficult trails. All skiers who do not meet all descriptions of either Type I or Type III.

Type III Ski aggressively. Normally ski at a higher speed. Prefer steeper and more challenging terrain. Favour higher than average release/retention settings. This corresponds to decreased capability to release in a fall in order to decrease risk of inadvertent binding release.

GROUP MEMBER INFORMATION

Name: _____

Parent's/Guardian's Name: _____

Emergency Contact Name: _____

Emergency Contact Phone #: _____

Health Card #: _____

Any Allergies/Health Conditions: _____

Age: ____ **Height:** ____ **Weight:** ____ **Shoe Size:** ____

ACKNOWLEDGEMENT

My participating child/group member and I understand these warnings and we have identified my child's/group member's ski/snowboard ability, skier type classification, age, height and weight accurately and correctly. We, the undersigned, have read and understand the terms of this form.

SIGNATURE OF STUDENT/GROUP MEMBER _____

SIGNATURE OF PARENT/GUARDIAN/AGENT _____

PERMISSION

I give my son/daughter/group member, _____ permission to participate in the group trip to be held at Ski Ben Eoin.

SIGNATURE OF PARENT/GUARDIAN/AGENT _____

DATED ____/____/____ **Day Month Year**

SKI BEN EOIN

GROUP RENTER INFORMATION FORM

DATE ____/____/____

Group Name: _____

Renter's Name: _____

Skis Snowboard Snow Shoe Helmet

Age _____ Height _____ Weight _____

Skier Type I II III

EQUIPMENT ISSUED (Staff use Only)

Boots: _____ Snow shoes _____

Ski : _____ Snow Board _____

Helmet _____

VISUAL INDICATOR SETTINGS (Staff use Only)

Skier Code: _____

Indicator Settings

Toe **Boot Code**

Heel

Technicians Initial: _____

(Staff Use Only)

Initial when equipment returned

Skis/Snowboard _____ Helmet _____ Snow Shoe _____

Poles _____ Boots _____

Snow School Program Summary Sheet

School Name: _____

Date: _____ Grades _____

Of teachers/chaperones: _____ # of students _____

No.	Names (please print)	(P,R&L) \$22.00	(P&L) \$17.00	(R&L) \$17.00	(L) \$5.00
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
	Total # of packages				
	Total cost	\$	\$	\$	\$
Legend: P-Pass/ R-Rental/					

L-lesson-supervision

Grand total

\$

Note: 1 free chaperone / 10 students