



**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: CAPE BRETON SKI CLUB, SKI BEN EOIN, BEN EOIN RECREATION CLUB AND SUN MOUNTAIN DEVELOPMENT LTD. RENTAL AGREEMENT

- I accept full responsibility for the care of the rental equipment (the "Equipment") listed on this form and I agree to pay for any damage to the Equipment and replace at full retail value any Equipment not returned by the agreed date.
- I have made no misrepresentation in regard to my height, weight, age or skier type. (This information is required in order to properly adjust the ski boot / binding settings). I agree to verify that the settings appearing in the visual indicator windows on the bindings correspond with the settings to be recorded on this form.
- All instructions on the use of the rental equipment have been made clear to me, and I understand the function of my equipment.
- I agree to hold harmless and indemnify the Cape Breton Ski Club, Ski Ben Eoin, Ben Eoin Recreation Club and Sun Mountain Development Ltd., the rental shop and its owners agents and employees, as well as the manufacturers and distributors of this equipment for any loss or damage, including any that results from claims for personal injury, death or property damage related to the use of this equipment.
- The equipment dealt with in this contract is to be used by the undersigned only and I agree to reimburse and hold harmless the Cape Breton Ski Club, Ski Ben Eoin, Ben Eoin Recreation Club and Sun Mountain Development Ltd., the rental shop, and its owners, agents and employees for any loss or damage when used by another individual not specifically authorized by this form.
- I agree to return all rental equipment by the specified date in clean condition to avoid any additional charges.

ASSUMPTION OF RISKS

I am aware that alpine skiing, snowboarding, x-country skiing and snowshoeing involve risks, dangers and hazards and that injuries are a common and ordinary occurrence of these sports.

ALPINE SKIING I understand that the ski boot / binding system will not release at all times or 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.

SNOWBOARDING / X-COUNTRY / SNOWSHOEING I understand that the boot / binding system for this equipment is not designed or intended to release and will not release under normal circumstances. I understand that as the boot / binding system is a non-release system, this system 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 a helmet is worn.

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 INDEMNITY AGREEMENT

In consideration of the rental of the Equipment, I hereby agree as follows:

- TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **CAPE BRETON SKI CLUB, SKI BEN EOIN, BEN EOIN RECREATION CLUB AND SUN MOUNTAIN DEVELOPMENT LTD.** and the manufacturer and distributor of the Equipment, and all of their respective directors, officers, employees, agents, representatives, 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 I may suffer, or that my next of kin may suffer resulting from or arising out of any aspect of my use of the Equipment, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES** in respect of the design, manufacture, selection, installation, maintenance or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment;
- 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 the Equipment;
- 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;
- 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
- 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.

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 of User

Date

Signature of Renter of Equipment,
if different from User

Witness

Print Name of Renter

Print Name of Witness Clearly

THIS AGREEMENT MUST BE SIGNED AND DATED, AND WITNESSED BY US PRIOR TO RENTING FROM US.