

2021 Fernie Trails MINOR Registration Form, Waiver and Photo Release

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

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY!

INITIAL

<u>NAME</u>	LAST	FIRST	AGE:
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TO: THE FERNIE TRAILS ALLIANCE, THE FERNIE MOUNTAIN BIKE CLUB, THE FERNIE TRAILS & SKI TOURING CLUB, THE FERNIE NORDIC SOCIETY, STAG LEAP RUNNING CO., THEIR REPRESENTATIVES, EMPLOYEES, ORGANIZERS, VOLUNTEERS AND ANY OTHER PERSONS ASSISTING OR VOLUNTEERING WITH ANY 2021 OPERATIONS, TRAIL BUILDING, TRAIL MAINTENANCE, WINTER TRAIL GROOMING, EVENTS OR RACES ASSOCIATED WITH THE FERNIE TRAILS ALLIANCE, FERNIE MOUNTAIN BIKE CLUB, FERNIE TRAILS & SKI TOURING CLUB, FERNIE NORDIC SOCIETY AND/OR STAG LEAP RUNNING CO. (hereinafter referred to as the "Operators").

AND TO: THE CORPORATION OF THE CITY OF FERNIE, HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, BRITISH COLUMBIA PARKS, KTUNAXA NATION COUNCIL SOCIETY, KTUNAXA KINBASKET TREATY FINANCIA SOCIETY, RESORTS OF THE CANADIAN ROCKIES INC. (doing business as FERNIE ALPINE RESORT), CANWEL BUILDING MATERIALS CORP., CANWEL TIMBER LTD., EAST KOOTENAY LAND CORP., MONTANE DEVELOPMENTS LTD., PARASTONE DEVELOPMENTS LTD., CHARLES SHOESMITH, DEBORAH SHOESMITH, SHOESMITH ENTERPRISES LTD., TARAH LEGGOTT, THOMAS LEGGOTT, CINDY MYLREA, BRIAN WHITNEY, KARL EDWARD EHRLER, CHRISTINE FRANCIS JAEGLI, ISLAND LAKE HOLDINGS LTD., ISLAND LAKE RESORT GROUP INC., 1386860 ALBERTA LTD., CEDARS COMMUNITY DEVELOPMENT INC., GALLOWAY LUMBER COMPANY LTD., CRE BRICKERS LP, AND ANY OTHER OWNERS OF LAND USED TO CONDUCT THE ACTIVITIES AND THEIR REPRESENTATIVES, EMPLOYEES and AGENTS (the "Property Owners")

IN CONSIDERATION of the Operators and the Property Owners allowing my minor child / ward to participate in any 2021 events offered by the Operators, including any mountain bike or running races, group rides/runs/hikes, and using the trails in and around the Fernie area, (the "Activities"):

I WARRANT TO THE OPERATORS AND PROPERTY OWNERS THAT:

- A. I am a parent/guardian having full legal responsibility for decisions regarding my minor child/ward:
- B. I am familiar with the risk of serious injury and death which any participant in the Activities in which my child is participating may suffer AND am familiar with all aspects of the Activities in which my child is participating;
- C. I believe that my minor child/ward is physically, emotionally and mentally able to participate in the Activities and that his/her equipment is mechanically fit for his/her use in the Activities;
- D. I understand and will instruct my minor child/ward, that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with my minor child/ward and/or myself; and,
- E. I will immediately remove my minor child/ward from participation and notify the nearest official, if at any time I sense or observe any unusual hazard or condition or if I feel that my minor child/ward has experienced any deterioration in his/her physical, emotional or mental fitness for continued participation in the Activities.

I UNDERSTAND AND AGREE, ON BEHALF OF MY MINOR CHILD/WARD, MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, THAT MY EXECUTION OF THIS DOCUMENT CONSTITUTES:

- 1. An unqualified **ASSUMPTION OF ALL RISKS** associated with participation in the Activities by my minor child/ward, even if arising from negligence, or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the Operators and/or Property Owners;
- 2. **A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY** of the Operators and/or Property Owners (the "RELEASEES"), of and from with respect to all injury, disability, death or loss or damage to person or property whether arising from the negligence, or negligent rescue of or by the foregoing or otherwise;
- 3. **A COVENANT NOT TO SUE** the RELEASEES for any loss, injury, costs or damages of any form or type, however caused or arising from the participation of my minor child/ward in the Event; and,
- 4. **AN AGREEMENT TO INDEMNIFY** the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, they may incur due to any claim made against them or anyone of them whether the claim is based on the negligence or the gross negligence of the RELEASEES or otherwise.

I consent to the use of my minor child/ward's name, portrait, picture or photograph by the Operators on any website of Facebook page and any other on-line or print publications used by the Operators.

Signed: _____, 2021

Witness:

Signature of Parent/Guardian
Print name clearly

PRINTED NAME OF MINOR: _____