

2021 Fernie Trails Registration Form and Waiver

RELEASE 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 FINANCINA 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")

ASSUMPTION OF RISKS – I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH OUTDOOR MOUNTAIN ACTIVITIES, OUTDOOR MOUNTAIN WILDLIFE, SINGLE TRACK TRAILS, MOUNTAIN TRAILS, MOUNTAIN BIKING, MOUNTAIN BIKING TRAILS, HIKING TRAILS, RUNNING TRAILS, SNOWSHOEING TRAILS, MOUNTAIN BIKING RACES, RUNNING RACES, HIKING ON MOUNTAIN TRAILS, SNOWSHOEING ON MOUNTAIN TRAILS, SNOW BIKING ON MOUNTAIN TRAILS, WALKING ON MOUNTAIN TRAILS, RUNNING ON MOUNTAIN TRAILS AND AS WELL AS DOING ALL OF THE AFORESAID ACTIVITIES IN THE WINTER-TIME ON GROOMED OR UNGROOMED TRAILS AND ALL RELATED ACTIVITIES, INCLUDING BUT NOT LIMITED TO, DOING ANY OF THE AFORESAID ACTIVITIES WHILE PARTICIPATING IN ANY EVENT ORGANIZED BY THE OPERATORS (THE "ACTIVITIES") AND I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM, INCLUDING SUCH PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS CAUSED BY THE NEGLIGENCE ON THE PART OF THE PROPERTY OWNERS AND/OR THE OPERATORS OR THEIR VOLUNTEERS, SPONSORS, ORGANIZERS AND EMPLOYEES, INCLUDING THE FAILURE OF THE OPERATORS AND/OR THE PROPERTY OWNERS OR THEIR VOLUNTEERS, SPONSORS, ORGANIZERS AND EMPLOYEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITIES.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT - In consideration of **THE OPERATORS** and **THE PROPERTY OWNERS** allowing me to participate in the Activities and any event or race organized by the Operators, for the Property Owners allowing me access to their land to engage in the Activities, and the Operators building and maintaining the Trails and for being a member of the Fernie Trails Alliance, Fernie Mountain Bike Club, Fernie Trails & Ski Touring Club and/or Stag Leap Running Co., 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 have in the future against **THE OPERATORS**, and **THE PROPERTY OWNERS** (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 my participation in the activities **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ACTIVITIES REFERRED TO ABOVE;** and,

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any property damage or personal injury to any third party resulting from my participation in activities.

3. I CONSENT TO THE USE OF MY PORTRAIT, PICTURE OR PHOTOGRAPH by the Operators on any website or Facebook page and any other on-line or print publications used by the Operators. I understand that these publications will be made available on-line, in print format or other formats as applicable. I agree that I shall have no claim against the Operators for use of my photograph.

In entering into this Agreement, I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in this Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed: _____, 2021

Signature of member/participant:

WITNESS:

Print name clearly: