



Please be aware that you have the opportunity, and are encouraged, to seek independent legal advice prior to signing this Release, Waiver and Assumption of Risk agreement.

Release, Waiver and Assumption of Risk Agreement

I, _____ hereby acknowledge and agree that in consideration for being permitted to participate in the snowboarding camp and related activities (herein called the camp) offered by the "the Foundation Snowboard Camps" (herein called the Foundation):

1. I do hereby release the Foundation, their members, officers, directors, coaches, employees, sponsors (including Mount Seymour Resorts Ltd.), independent contractors and agents from all liability. I do hereby waive as against the Foundation, their members, officers, directors, coaches, employees, sponsors, independent contractors and agents all recourses, proceedings, claims and causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in, the camp withstanding that such injuries or losses may have been caused solely or partly by the negligence of the Foundation, or any of their members, officers, directors, coaches, employees, sponsors, independent contractors or agents,

2. And, I hereby acknowledge and agree:

a) That the sport of snowboarding is very dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the sport itself, others which result from human error and negligence on the part of the persons involved in preparing, organizing and staging the camp.

b) that, as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss;

c) That some of the aforesaid risks and hazards are foreseeable, but others are not;

d) That I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in the camp shall be entirely at my own risk;

e) that I understand that neither the Foundation nor any of their members, officers, directors, coaches, employees, sponsors, independent contractors or agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid snowboarding camp and activities.

f) that I have carefully read this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, that I fully understand same, and that I am freely and voluntarily executing same;

g) that I understand clearly that by signing this release I will be forever prevented from suing or otherwise claiming against the Foundation, their members, officers, directors, coaches, employees, sponsors, independent contractors and agents for any loss or damage connected with any property loss or personal injury that I may sustain while participating in or preparing for the camp whether or not such loss or injury is caused solely or partly by the NEGLIGENCE of the Foundation or any of their members, officers, directors, coaches, employees, sponsors, independent contractors or agents;

h) That I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing this RELEASE, WAIVER AND ASSUMPTION OF RISK;

i) that I understand clearly that the Foundation would not permit me to participate in the camp unless I signed this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, that this RELEASE, WAIVER AND ASSUMPTION OF RISK agreement applies to the camp whether occurring in the near or distant future, and that the terms of this agreement need not be brought to my attention each time I participate in the camp in order to be effective;

j) that the term snowboarding camp and related activities as used in this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement includes but is not limited to, snowboarding anywhere within the ski area boundary including the snowboard park and all that it contains including but not limited to the jumps, rails and half pipe, the use of a chairlift, t-bar or any other device that transports me up a mountain including my own feet.

k) I acknowledge and understand that the Foundation may provide me with transportation to and from the camp and that I will be participating in various activities, including but not limited to those outlined above, some or all of which are inherently dangerous. I voluntarily agree to participate in these activities and accept the transportation provided to me in order to so participate.

l) That this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement is binding on me, my heirs, my executors, administrators, personal representatives and assigns.

| | | |
|-------|--------------------------------|-----------------------------|
| | Applicant Signature: | Witness' Signature: |
| | Please Print Applicant's Name: | Please Print Witness' Name: |
| Date: | | |



Release, Waiver and Assumption of Risk Agreement

Parent Acknowledgement, Release, and Agreement to Indemnify

I, _____ being the parent/guardian of _____ (herein called my child), for good and valuable consideration, the receipts whereof being hereby acknowledged, do hereby agree and acknowledge:

1. That I/we have read and understand fully the attached RELEASE, WAIVER AND ASSUMPTION OF RISK agreement;
2. That I/we have explained to my/our child the consequences of signing the said RELEASE, WAIVER AND ASSUMPTION OF RISK agreement;
3. That the said RELEASE, WAIVER AND ASSUMPTION OF RISK agreement is on the whole beneficial to my/our child;
4. that I/we do hereby release "the Foundation Snowboard Camps" (herein called the Foundation), their members, officers, directors, coaches, employees, sponsors, independent contractors and agents from all liability, and do hereby waive as against the Foundation, their members, officers, directors, coaches, employees, sponsors, independent contractors and agents, all recourses, proceedings, claims and causes of actions of any kind whatsoever, in respect of damages I/we might suffer as a consequence of my/our child sustaining personal injury, death or property loss while participating in the snowboarding camp and related activities referred to in the above RELEASE, WAIVER AND ASSUMPTION OF RISK agreement, notwithstanding that such injury, death or loss, may have been caused solely or partly by the negligence of the Foundation, or any of their members, officers, directors, coaches, employees, sponsors, independent contractors or agents;
5. that I/we acknowledge and understand that my/our child may be provided by the Foundation with transportation to and from the snowboarding camp and related activities and that my/our child will be participating in various activities, including but not limited to those outlined above, some or all of which are inherently dangerous. My our/child voluntarily agrees to participate in these activities and accept the transportation provided to them in order to so participate.
6. that I/we do hereby agree to indemnify and hold harmless the Foundation, their members, officers, directors, coaches, employees, sponsors, independent contractors and agents from any and all claims, demands, causes of action of any kind whatsoever including those involving negligence on the part of the Foundation or any of their members, officers, directors, coaches, employees, sponsors, independent contractors or agents, that may be made or initiated by, or on behalf of my/our child, arising out of or connected with my/our child's preparation for or participation in any of the snowboard camp and related activities referred to in the above RELEASE, WAIVER AND ASSUMPTION OF RISK agreement.

| | | |
|-------|---|-----------------------------|
| | Parent or Guardian's Signature: | Witness' Signature: |
| Date: | Please Print Parent or Guardian's Name: | Please Print Witness' Name: |



PHOTOGRAPHY AND VIDEO RELEASE FORM

This letter confirms the agreement between you and "the Foundation Snowboard Camps" and their members, officers, directors, coaches, employees, sponsors (including, Mount Seymour Resorts Ltd.), independent contractors and agents regarding your participation in "the Foundation Snowboard Camps" activities in which you may be photographed or video taped (herein called the Property) from time to time.

For valuable consideration received, you hereby irrevocably grant to "the Foundation Snowboard Camps" and their members, officers, directors, coaches, employees, sponsors, independent contractors and agents perpetually, exclusively, and for all media throughout the world (including print, video, radio, internet and any other electronic medium presently in existence or invented in the future), the right to use and incorporate (alone or together with other materials), in whole or in part, photographs or video footage taken of you as a result of your participation in "the Foundation Snowboard Camps" activities.

You hereby agree that you will not bring or consent to others bringing claim or action against "the Foundation Snowboard Camps" and their members, officers, directors, coaches, employees, sponsors, independent contractors and agents on the grounds that anything contained in the Property, or in the advertising and publicity used in connection herewith, is defamatory, reflects adversely on you, violates any other right whatsoever, including, without limitation, rights of privacy and publicity. You hereby release "the Foundation Snowboard Camps" and their members, officers, directors, coaches, employees, sponsors, independent contractors and agents from and against any and all claims, demands, actions, causes of actions, suits, costs, expenses, liabilities, and damages whatsoever that you may hereafter have against "the Foundation Snowboard Camps" in connection with the Property.

This agreement shall not obligate "the Foundation Snowboard Camps" and their members, officers, directors, coaches, employees, sponsors, independent contractors and agents to use the Property or to use any of the rights granted hereunder, or to prepare, produce, exhibit, distribute or exploit the Property.

"the Foundation Snowboard Camps" and their members, officers, directors, coaches, employees, sponsors, independent contractors and agents shall have the right to assign its rights hereunder, without your consent, in whole or in part, to any person, firm or corporation.

Agreed and accepted to this, _____ day of _____, 20_____.

| | |
|--|------------------------|
| Signature of rider: | Signature of Witness: |
| Print Name of Rider: | Print Name of Witness: |
| Signature of parent/guardian if Rider is under 18 | Signature of Witness: |
| Print name of parent/guardian if Rider is under 18 | Print Name of Witness: |