

**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!**

**TO: FALCON RIDGE SKI & RECREATION AREA & FALCON TRAILS RESORT INC.**

**RENTAL AGREEMENT**

1. 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.
2. (DOWNHILL SKI EQUIPMENT ONLY) I have made no misrepresentations 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 have verified that the visual indicators on the bindings correspond to the settings shown on this form.
3. I am familiar with the proper use of the Equipment. I understand that the rental technicians are able to answer any questions I may have as to the proper use of the Equipment.
4. I also agree to return the Equipment in clean condition to avoid any additional charges.

**ASSUMPTION OF RISKS**

I am aware the alpine skiing, snowboarding, cross country skiing, tubing, and snowshoeing involve risks, dangers and hazards and that injuries are a common and ordinary occurrence of the 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/CROSS-COUNTRY SKIING/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.

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:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may have in the future against Falcon Ridge Ski Area and Falcon Trails Resort Inc. and the manufacturer and distributor of the Equipment and their 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 from 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.
2. 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 the use of the Equipment;
3. 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;
4. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Manitoba; and
5. Any litigation involving the parties to this Agreement shall be brought within the Province of Manitoba.

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 ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signature of Purchaser

Date

Signature of Guardian if Purchaser is under the age of 18

Signature of staff member

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