

# THE DIVIDE 200

## 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.

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PLEASE READ CAREFULLY!

In consideration for allowing me to participate in any or all events and related activities of The Canadian Adventure Racing Association, Western Ultra Racing Association, and Sinister Sports Inc. I hereby warrant and agree that:

1. I am familiar with and accept that there is always the risk of serious injury and death resulting from participation in any organized recreational activity particularly those involving trail running, mountain sports, backcountry travel, and like activities offered as part of the programme of The Canadian Adventure Racing Association, Western Ultra Racing Association, and Sinister Sports Inc.
2. I have satisfied myself, and believe, that I am physically, emotionally and mentally able to participate in this programme, and that my equipment, if applicable, is appropriate for use in this programme; and
3. I understand that all applicable rules for participation must be followed and that at all times the sole responsibility for personal safety remains with me; and
4. I will immediately remove myself from participation, and notify the nearest official, if at any time I sense or observe any unusual hazard or unsafe condition or if I feel that I have experienced any deterioration in my physical, emotional or mental fitness, or that of my equipment, or exceeded my comfort level, for continued participation in any event or related activity.

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

5. AN UNQUALIFIED ASSUMPTION BY ME OF ALL RISKS associated with my participation in the any or all of the events and activities of The Canadian Adventure Racing Association, Western Ultra Racing Association, and Sinister Sports Inc. even if arising from the negligence or gross negligence, including any compounding or aggravation of injuries caused by negligent rescue operations or procedures, of the Municipal District of Pincher Creek, the Municipality of Crowsnest Pass, Province of Alberta, The Alberta Ministry of Culture and Tourism, Castle Mountain Resort, McGillivray Land Development Corporation, any event organizer, event venue and any and all persons associated therewith or participating therein in any capacity; or in transportation to and from such events and activities, and
6. A FULL AND FINAL RELEASE AND WAIVER OF LIABILITY AND ALL CLAIMS that I have, or may in the future have, against Castle Alpine Resort, the Municipal District of Pincher Creek, all associated sponsors and partners, and their respective directors, officers, employees, coaches, leaders, contractors, agents and representatives, advertisers, volunteers, others participating in any capacity, (all of whom are collectively referred to as "the Releasees") from any and all liability for any loss, damage, injury or expense that I may suffer as a result of my use of or my presence at event facilities, or my participation in any part of, or presence at, any or all of the events and related activities of the Releasees due to any cause whatsoever, INCLUDING NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE RELEVANT OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES.

- 7. AN AGREEMENT NOT TO SUE THE RELEASEES for any loss, injury, costs or damages of any form or type, howsoever caused or arising, and whether directly or indirectly, from my participation in any aspect of the said events and related activities; and
- 8. AN AGREEMENT TO INDEMNIFY, and to SAVE and HOLD HARMLESS the RELEASEES, and each of them, from any litigation expense, legal fees, liability, damage, award or cost, of any form or type whatsoever, they may incur due to any claim made against them or any one of them whether the claim is based on the negligence or the gross negligence of the Releasees or otherwise; and
- 9. an agreement that this document be governed by the laws, and in the courts of the Province of Alberta.

**PHOTOGRAPHIC RELEASE**

- 10. I grant permission to the Event Organizers to use or authorize others to use any photographs, motion pictures or any other record of my competing or volunteering in the Event, without remuneration, for any purpose including without limitation, commercial use.

**ALBERTA PERSONAL INFORMATION PROTECTION ACT (PIPA)**

- 11. I consent to having the information in my registration collected.

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN SUBSTANTIAL LEGAL RIGHTS WHICH I AND MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.**

**I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT INDUCEMENT** this \_\_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) at \_\_\_\_\_ (town), \_\_\_\_\_ (prov), \_\_\_\_\_ (country).

Emergency Contact Phone #: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Printed name of Participant

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed name of Witness

**PARENTAL CONSENT FOR MINOR PARTICIPANT and INDEMNITY AGREEMENT**

I have read and understood the above waiver, release and indemnity, and have discussed the same with the minor person signing above. I am satisfied the said minor understands the waiver and release and his/her obligations as set out. In consideration of the participation of my minor child/ward I too agree to waive, release and indemnify the Releasees in the terms set out above.

*I am aware that by signing this agreement I am waiving substantial legal rights, which my minor child/ward and I, our respective heirs, executors, administrators and next of kin may have against the Releasees.*

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
(hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS' LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

Initial
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<b>Name</b>	Last	First	Age
<b>Address</b>	Street		Apt #
	City	Prov/State/Territory	Code/Zip
<b>Telephone/Mobile</b>		<b>Email</b>	
<b>Emergency Contact Name</b>		<b>Emergency Contact Number</b>	

**TO: CASTLE MOUNTAIN RESORT LTD.** and its directors, officers, employees, agents, independent contractors, subcontractors, sponsors, successors, assigns, representatives, shareholders, affiliates, subsidiaries and all event organizers, officials, volunteers, participants, sponsors, promoters and advertisers (all of whom are hereinafter referred to as "**the Releasees**").

**DEFINITION**

In this Release Agreement the term "**Special Events**" shall include any activity which is organized, conducted or sponsored by the Releasees and shall include, but is not limited to: races, competitions, demonstrations and other such events or activities; and use of facilities in connection with Special Events

**ASSUMPTION OF RISKS**

I am aware that participating in Special Events involves many inherent risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; slips, trips, falls and loss of balance; fatigue, stress, hypothermia, dehydration, over-exertion, over-exposure to the sun, and lack of fitness; injuries including lacerations, bruises, strains, soft tissue injuries, dislocations, fractures and head injuries including concussion; exposure to infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; variation in terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, loose gravel, holes, depressions, streams and creeks, constructed features such as bridges and ramps; encounters with domestic or wild animals including dogs and bears; collisions with structures, vehicles, equipment or other persons; failure to act safely or within one's own ability or stay within designated areas; negligent first aid; negligence of other persons; and **NEGLIGENCE ON THE PART OF THE RELEASEES.**

**I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATION IN SPECIAL EVENTS.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS,  
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**  
(hereinafter the "Release Agreement")

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS' LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT**

**PLEASE READ CAREFULLY!**

Initial
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I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SPECIAL EVENTS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

In consideration of the Releasees allowing me to participate in Special Events and permitting my use of their ski lifts, ski runs and trails, race courses and other facilities (hereinafter the "premises"), I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against **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 use of or my presence on the premises **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER OCCUPIERS' LIABILITY ACT, RSA 2000, c O-4,, ON THE PART OF THE RELEASEES.** I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SPECIAL EVENTS;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Special Events, use of or presence on the premises, or travel beyond the ski area boundary;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Alberta and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within Alberta and shall be within the exclusive jurisdiction of the Courts of Alberta.

**IMAGE RELEASE**

I consent to the publication and distribution of photographs or videos taken of me by the Releasees during my participation in Special Events for promotional and marketing purposes and I agree not to claim any compensation for use, publication or distribution of the photographs and videos.

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

**I HAVE READ THIS RELEASE AGREEMENT AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Signature of Witness
Print name of witness

Signature of Participant
Date
Signature of Parent/Guardian if participant is under age18