

WARNING: By signing this document you give up certain legal rights, including your right to sue. READ IT CAREFULLY.

CONDITIONS OF PARTICIPATION

IN CONSIDERATION OF the Participant (including but not limited to: athletes, volunteers, officials, and spectators) being permitted to participate in the **BANKED SLALOM** (the "Event"), to be held on the 17TH day of **APRIL 2010** at **SUNSHINE VILLAGE** (the "Site") which is sanctioned by the Alberta Snowboarding Association (the "Association") and the Canadian Snowboard Federation ("the Federation"), the Participant acknowledges and agrees with the Association that:

- 1) The Participant will abide by all the rules, regulations and directions by the Association and the Federation and its designated officials (written or verbal) pertaining to the organization and management of the Event sanctioned by the Association and the Federation.
- 2) The Participant grants to the Association, its officers, employees and agents the exclusive right to photograph the Participant's performances at the Event and the Participant's attendance in connection therewith and grant to the Association all title and right, including without limitation copyright, in and to such photograph to use as the Association sees fit without further consent or consideration being payable.
- 3) The Participant consents to receive such medical treatment as the Event medical staff of the Association or the Site may prescribe in the event that the Participant sustains, or is believed to have sustained, any injuries in connection with the Event.

RELEASE, WAIVER OF CLAIM, INDEMNITY AND ASSUMPTION OF RISK

IN CONSIDERATION OF the Participant being permitted to participate in the Event, the Participant, on his/her own behalf and on behalf of his/her personal representatives, heirs and next of kin ("Other Releasers") acknowledges and agree that:

- 1) "Sponsoring Parties" means **Alberta Snowboarding Association, Alberta Sport, Recreation Parks & Wildlife Foundation, ASA Events Team, SUNSHINE VILLAGE** (the Hosts and/or Sponsors of the Event), **SUNSHINE VILLAGE** (the Owners and/or Operators of the Site where the Event is held), the Association and the Federation.
- 2) The Participant and Other Releasers (the "Releasers") are aware that participating in, spectating at and/or merely attending the Event sanctioned by the Association and the Federation can be a dangerous activity involving **MANY RISKS OF INJURY**. The Participant understands that the dangers and risks of participating in, spectating at and/or merely attending the Event include, but are not limited to: death, serious neck and spinal injuries which may result in complete and partial paralysis, brain damage, severe frostbite, serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspect of body, general health and well-being. The Participant understands that while some of these dangers and risks are inherent in the nature of the activities taking place at the Event, some arise through the negligence on the part of persons involved in preparing, organizing, staging and participating in, spectating at and/or merely attending the Event and may result not only in serious injury but in a serious impairment of future abilities to earn a living, to engage in other business, social and recreational activities, and generally to enjoy life.
- 3) The Participant and Other Releasers are freely and voluntarily assuming any and all dangers, risks and hazards arising through participation in, spectating at and/or mere attendance at the Event and further acknowledge that the Releasers are entirely at their own risk. The Releasers are not relying on any oral or written statements made by the Sponsoring Parties or their agents, whether in brochure, advertisements or in individual conversations to lead the Releasers to become involved in this Event on any basis other than the Releasers assumption of the risks involved.
- 4) Sponsoring Parties and their insurers, successors, assigns, administrators, heirs, executors, members, volunteers, shareholders, officers, directors, employees, contractors, agents representatives, guides and their helpers and assistants and each of them and their respective administrators and executors (the "Releasees") are not responsible for any loss, damages, personal injury or death to the Participant or other Releaser arising from the Participant participating in, spectating at and/or merely attending the Event and for any reason whatsoever, including without limitation negligence on the part of the Releasees or any of them.
- 5) The risks associated with the Event are increased when a Participant is impaired and the Participant agrees not to participate if impaired in any way.

- 6) The Participant and Other Releasors hereby remise, release, discharge, waive, indemnify and save harmless the Releasees and each of them from any and all liability, costs (including, without limitation, legal costs), claims, demands, damages, actions and causes of action at law and/or equity arising as a result of any loss, damage, personal injury or death suffered by the Releasors or any of them as a result, directly or indirectly, of the Participant participating in the Event and for any reason whatsoever, including without limitation, negligence or partial negligence on the part of the Releasees or any of them.
- 7) By signing this document the Releasors will be precluded from suing or otherwise claiming against the Releasees or any of them for any loss, damage, personal injury or death that may be sustained through participation in the Event.
- 8) The Participant certifies that he/she is physically capable and fit to participate in these activities and that the Participant has no medical conditions or needs which have not been disclosed in writing to the Releasees.
- 9) The foregoing release, waiver and indemnity is intended to be as broad and inclusive as is permitted by law of the Province of Alberta and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

ACCEPTANCE OF THE ABOVE by the Participant on his/her own behalf and on behalf of the Other Releasors is evidenced by the Signature of the Participant and it is acknowledged that no representation, statements or inducements, whether written or oral, were made except as set out in the foregoing written document.

Name of Participant

Witness

Signature of Participant

Date

NOTE: If the Participant is under 18 years of age, Parent or Guardian must sign below.

IN CONSIDERATION OF the Participant being permitted to participate in the Event, I, being a parent or lawful guardian of the Participant, hereby consent to such participation by the Participant in the Event, or any other Events in which he/she may choose to participate, and acknowledge and agree to the terms hereof, including without limitation the indemnity in paragraph 6, on my own behalf as well as that of the Participant to the extent permitted by law.

Name of Parent/Guardian

Witness

Signature of Parent/Guardian

Date