



**HORSESHOE**  
RESORT

**RELEASE OF LIABILITY AGREEMENT, 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!**



**HORSESHOE RESORT SUMMER 2020 WAIVER**

<b>Name</b>	Last		First		Initial
<b>Address</b>	Street (Inc. Apt #)				
	City			Province	Postal Code
<b>Birthdate</b>	Day	Month	Year	Phone #:	
<b>Parent/Guardian Name (if Participant is under 18)</b>	Last			First	

MINOR PARTICIPANTS	LAST NAME	FIRST NAME	DATE OF BIRTH (dd/mm/yy)
1.			
2.			
3.			
4.			

**TO: Skyline Horseshoe Valley Inc., Skyline Hotels and Resorts Inc. and any subsidiary, associated, affiliated and controlled companies, and their respective directors, officers, employees, agents, volunteers, independent contractors, representatives, successors, and assigns** (the "Skyline"), AND TO: the event owners, operators and sponsors, if applicable.

**DEFINITIONS**

- In this agreement, the following terms will have the corresponding meanings:
  - "Sport Activities"** shall include but is not limited to golf, mini-golf, cycling, Slip & Slide, Wake Board Park, Ramp Park, swimming, geo-caching, hiking, adventure running, paddle boarding, floating inflatables, inflatable bouncy castle, slackline course, beach volleyball, disc golf and all other recreational activities permitted by Skyline Horseshoe Valley Inc., or Skyline Hotels & Resorts Inc.
  - "Me", "Myself" and "I"** means the adult being at least 18 years old, accepting these terms on behalf of myself and, if applicable, on behalf of a minor and/or other person; and
  - "Participant"** means the person actually taking part in the Sport Activities.

**ACKNOWLEDGEMENT**

- I understand that helmets, where applicable, are intended to help reduce risk of serious head injury, however cannot completely eliminate or prevent this risk. I recognize that helmets do not prevent injury to the wearer's face, neck or spinal cord.
- I warrant and represent that I/Participant is in good health and that there are no special needs associated with the care of Me/Participant that have not been listed on the registration form.
- I understand that as a part of My/Participant's participation in the Sport Activities, My/Participant's photograph may be taken by a representative Skyline Hotels and Resorts Inc., Skyline Horseshoe Valley Inc, or any media that may be present and that My/Participant's photograph may be used in promotional advertising or media coverage of the Sport Activities. This constitutes authorization to use My/Participant's image for such purposes.



**SIGNING ON BEHALF OF FAMILY MEMBERS**

- I understand and agree that by accepting this Agreement on behalf of a Participant other than Myself, I warrant that I am authorized to execute this Agreement as a parent or legal guardian of the Participant, and/or I have the express authority and permission from the Participant to accept the terms of this Agreement on his or her behalf, and that I am responsible for any claims brought by the Participant, as further set forth herein.

**ASSUMPTION OF RISKS**

- I am aware that participation in the Sport Activities involves many risks, dangers and hazards including but not limited to: changing weather conditions; exposed rock, earth, mud, water and other natural objects and ground conditions; changes or variations in the terrain which may create blind spots or areas of reduced visibility; slips, trips or falls; changes or variations in the terrain surface or sub-surface, including changes due to man-made or natural terrain; collision with trees, fences, equipment, structures or vehicles; collision with other Sport Activities participants, spectators or persons; the failure to participate safely or within one's own ability; falls from use of features in Sport Activities; inability to control one's speed, balance or direction; becoming lost or separated from group;

being struck by equipment used in Sport Activities; equipment failure; drowning; exhaustion; sprains, bruising and strains; infection; encounters with wildlife; exposure to sun, heat or other natural elements; effects of wind or weather on inflatables; onset or aggravation of pre-existing injuries or conditions; negligence on the part of other Sport Activities participants and **NEGLIGENCE ON THE PART OF SKYLINE AND OTHER OPERATORS OR SPONSORS, OR THEIR RESPECTIVE STAFF, INCLUDING THE FAILURE OF SKYLINE OR ITS STAFF TO SAFEGUARD OR PROTECT ME/PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF THE SPORT ACTIVITIES.** I am also aware that the risks, dangers and hazards referred to above exist throughout the resort and many are unmarked.

**7. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE SPORT ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE CAUSED BY OR AS A RESULT OF MY/PARTICIPANT'S PARTICIPATION IN THE SPORT ACTIVITIES.**

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

8. In consideration of the SKYLINE HOTELS AND RESORTS INC, SKYLINE HORSESHOE VALLEY INC., EVENT OWNERS AND OPERATORS and the SPONSORS accepting My/Participant's application to participate in SPORT Activities and, at all times during the 2020 summer season, permitting My/Participant's use of their property, premises, parking and other facilities and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree:

- a) **TO WAIVE ANY AND ALL CLAIMS** that I/Participant have or may in the future have against Skyline Hotels and Resorts Inc., Skyline Horseshoe Valley Inc. and their respective directors, officers, employees, agents, volunteers, independent contractors, representatives, successors and assigns and, if applicable, other event operators or sponsors (collectively hereinafter referred to as the "RELEASEES") and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, injury including death, or expense that I/Participant may suffer, or that My/Participant's next of kin may suffer, either directly or indirectly, as a result of My/Participant's participation in Sport Activities and My/Participant's use of or My/Participant's presence on the facilities, **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE OWNED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.O. 1990, c.O.2, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME/PARTICIPANT FROM THE RISKS, DANGERS, AND HAZARDS OF THE SPORT ACTIVITIES.**
- b) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any claims or demands resulting from any property damage or personal injury to any third party, which might be made against the Releasees resulting from My participation in the Sport Activities and my use of the premises and facilities;
- c) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense caused to or by my minor child, or other participant on behalf of whom I am signing, resulting from his or her participation in the Sport Activities;
- d) That this Agreement shall be effective and binding upon My/Participant's heirs, next of kin, executors, administrators, assigns and representatives, in the event of My/Participant's death or incapacity;
- e) That this Agreement be governed by and interpreted in accordance with the laws of the Province of Ontario;
- f) That any litigation involving the parties to this Agreement shall be brought within the Province of Ontario; and
- g) In entering into the Agreement I am not relying on any oral or written representations or statements made by the Releasees other than what is set forth in the Agreement.

**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 REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness Name: \_\_\_\_\_ Witness Signature: \_\_\_\_\_

**THIS AGREEMENT MUST BE COMPLETED IN FULL, INITIALED, DATED, SIGNED AND WITNESSED BY US PRIOR TO PARTICIPATING IN ANY SPORT ACTIVITIES.**

Privacy Notice: Horseshoe Valley and Skyline respect your privacy. Any personal information we collect is used only to develop products, services and offers, communicate with our customers and complete the transactions that ultimately deliver our products and services to you. Your personal information is not shared, without your consent, with third parties for the purpose of marketing or selling their products or services. . For more information, please go to [www.horseshoeresort.com/privacy-policy](http://www.horseshoeresort.com/privacy-policy)