

**WATER RAMP WAIVER
RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTIONS OF RISKS AND INDEMNITY AGREEMENT.**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.**

INITIAL

PLEASE READ CAREFULLY!

TO: **FREESTYLE CANADA, THE CANADIAN SNOWSPORTS ASSOCIATION (CSA), COVERT FARMS LTD., PENTAGON ENGINEERING LTD, TANYA CALLON , APEX FREESTYLE CLUB (AFC)** and their respective coaches directors, employees, sub-contractors, sponsors and volunteers (collectively herein after referred to as “the Releasees”).

RE: **USE OF THE AFC WATER RAMP ON THE COVERT FARMS’ PROPERTY**, (hereinafter referred to as “the Ramp”).

NAME OF PARTICIPANT: _____
ADDRESS Street _____
City _____ Province/State _____ Postal code _____
DATE OF BIRTH: _____

NOTICE TO PARTICIPANTS: WATER RAMP TRAINING

The Ramp is a specialized training facility, used for the teaching of acrobatic maneuvers that may also be performed on snow. All participants are expected to read and abide by the established procedures for the use of the Ramp. Copies of these procedures are available on the Apex Freestyle Club’s website: www.apexfreestyleclub.com

- **AS A PARTICIPANT IN WATER RAMP TRAINING, I UNDERSTAND AND AGREE TO THE FOLLOWING CONDITIONS:**
- **I HAVE AN APPROPRIATE, CURRENT AND PAID ATHLETE’S LICENSE WITH FREESTYLE CANADA (RENEWED AS OF JULY 1 OF THIS YEAR)**

INITIAL

ACKNOWLEDGEMENT OF SAFETY

- I ACKNOWLEDGE THAT I HAVE BEEN INSTRUCTED TO WEAR A HELMET AND A LIFEJACKET. I AM FAMILIAR WITH THE PROPER USE OF THE WATER RAMP AND HAVE THE SKILLS REQUIRED TO USE THE WATER RAMP. I AM AWARE THAT THERE ARE COACHES AVAILABLE TO ANSWER QUESTIONS I MAY HAVE, AS TO THE PROPER USE OF THE EQUIPMENT AND FACILITIES.
- I HAVE A RESPONSIBILITY TO GUARD MY OWN SAFETY AND THE SAFETY OF OTHERS.
- ALL INSTRUCTIONS ISSUED BY THE RAMP MANAGER, COACHES OR LIFEGUARDS ARE TO BE FOLLOWED.
- NO ALCOHOLIC BEVERAGES OR DRUGS ARE PERMITTED AT THE RAMP
- THE USE OF HELMETS AND LIFE JACKETS ARE MANDATORY.
- THE USE OF A MOUTHGUARD IS STRONGLY ADVISED FOR ALL JUMPING AND ACTIVITIES ON THE RAMP.

INITIAL

DEFINITION

In this Agreement the term “water ramp training” shall include: skiing or boarding into the reservoir; the performance of acrobatic maneuvers on land or in water; swimming diving; the observation of other participants; water ramp competitions; trampoline training; and “dry land training: conducted at the Ramp.

ASSUMPTION OF RISKS

I am aware that water ramp training involves many risks, dangers and hazards including, but not limited to : swimming; diving or jumping into water; unmarked and/or unknown hazards above, on, or below the surface of the water; hazards on and around the ramp structures and surrounding areas; the performance of trampoline maneuvers; skiing or boarding down the in run; impact or collision with other participants, spectators, coaches, or officials; impact or collision with released skis; the failure to act safely or within one’s own ability or within designated areas; negligence of other participants, spectators, coaches, or officials; and possible **NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE WATER RAMP TRAINING.** I am also aware that the risks, dangers and hazards referred to above exist throughout the Ramp area and that many are unmarked. I **FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM, INCLUSIVE OF UPRIGHT, OFF-AXIS, AND INVERTED AEIRIAL MANEUVERS.**

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

In consideration of the Releases accepting my application to participate in the use of the Ramp and permitting my use of their related facilities, I hereby agree as follows:

<p>TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE RELEASEES and their respective directors, officers, employees, agents and representatives and TO RELEASE THE RELEASEES from any and all claims, suites, demands, liabilities, damages, expenses (including solicitor's fees), actions or causes of action of any nature or kind what-so-ever, at law or inequity, that I may suffer or that my next of kin may suffer, arising from or in consequence of any loss, injury or damage, to my person (including death) or property as a result of my use of, or presence on, the Ramp or my participation in water ramp training 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 OWNED UNDER THE OCCUPIERS' LIABILITY ACT, R.S.B.C. 1996,C337, ON THE PART OF THE RELEASEES, and including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards associated with the Ramp and with water ramp training referred to above;</p>	<p>INITIAL</p>
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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 my use of or presence at the Ramp and my participation in water ramp training;

This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of any death or incapacity;

This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia; and any litigation involving the parties to this agreement shall be brought within the Province of British Columbia.

In entering into this 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 Agreement.

I HAVE READ AND UNDERSTOOD 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, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

<p>_____ DAY MONTH YEAR</p>	<p>_____ Signature of Participant</p>
<p>_____ Print Witness Name Clearly</p>	<p>_____ Signature of Witness</p>

PARENT/GUARDIAN: Whereas the participant is under the legal age of majority in the Province of British Columbia I, as Parent, guardian or other person having legal and binding authority to sign this agreement on behalf of the minor participant, have read and understood this agreement and agree to the terms and conditions thereof. In consideration of the Releasees accepting the within application, I further agree to save harmless and indemnify the Releasees, and each of them, from any claims or demands which might be made against them, arising out of or in consequence of the minor participant's attendance or participation in water ramp training

<p>_____ Print Name of Parent or Guardian if applicant under 19 years</p>	<p>_____ Signature of Parent or Guardian</p>
<p>_____ Print Witness Name Clearly</p>	<p>_____ Signature of witness</p>

In the event of an emergency,

Contact: _____
Name (Print)
Relation

Phone: _____
Daytime phone
Evening phone