

# CASTLE ALPINE TRAIL RACE – COMPETITOR WAIVER

## WAIVER OF LIABILITY AND RELEASE OF ALL CLAIMS

### Warning: By Signing This You Give Up The Right To Sue

In consideration of acceptance of my participation in the Castle Alpine Trail Race, I agree to this release of claims, waiver of liability and assumption of risks (collectively "this Release").

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in this activity.

I waive any and all claims I may have against, and release from all liability, and agree not to sue, Sinister Sports Inc., Her Majesty the Queen in right of the Province of Alberta, the Municipal District of Pincher Creek, Castle Mountain Resort, and their directors, officers, officials, servants, agents, sponsors, employees, and volunteers for any personal injury, death, property damage or loss sustained by me as a result of my participation in Castle Alpine Trail Race arising out of any cause whatsoever.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, property loss and disease. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, lack of hydration, and actions of other people including, but not limited to other participants.

In entering into the Release I am not relying on any oral or written representations or statements made by Sinister Sports Inc., Her Majesty the Queen in right of the Province of Alberta, the Municipal District of Pincher Creek, Castle Mountain Resort, including those in any brochures issued to induce me to take part in Castle Alpine Trail Race.

---

### *EACH PARTICIPANT 18 YEARS OF AGE OR MORE MUST COMPLETE THE FOLLOWING:*

I confirm that I am of the full age of 18 years, have read and understood this Release prior to signing it, and agree that this Release will be binding upon me, my heirs, next of kin, executors, administrators and successors.

Signed this \_\_\_\_\_ day of September, 2021

Signed In The Presence Of:

Signature Of Participant:

\_\_\_\_\_  
(Witness)

Print Name Of Participant: \_\_\_\_\_

---

### *IF THE PARTICIPANT IS UNDER THE AGE OF 18, THE FOLLOWING PAGE MUST BE COMPLETED BY THEIR PARENT OR GUARDIAN*

I as the parent/guardian of the participant named herein hereby agree for myself, my heirs, next of kin, executors, administrators and successors to the above release.

**Parental / Guardian Consent for runners under the age of 18**

Signed this \_\_\_\_\_ day of September, 2021

Signed In The Presence Of:

Signature Of Parent Or Guardian:

\_\_\_\_\_  
(Witness)

Print Name Of Participant: \_\_\_\_\_

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

(hereinafter referred to as 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
---------

<b>NAME</b>	Last		First		Middle Initial
	Street				Apt #
<b>ADDRESS</b>	City		Province	Postal Code	
	Telephone		Email:		
<b>BIRTHDATE</b>	Year	Month	Day	Age	Male/Female

**TO: CASTLE MOUNTAIN RESORT INC. and its directors, officers, employees, instructors, guides, agents, representatives, volunteers, independent contractors, subcontractors, successors and assigns and all event organizers, course workers, officials, participants, sponsors, promoters and advertisers (hereinafter collectively referred to as the "Releasees")**

**DEFINITION**

In this Release Agreement the term "**Special Events**" shall include all activities organized, conducted, promoted or sponsored by the Releasees and shall include, but not limited to, races, competitions, demonstrations and other such events or activities.

**ASSUMPTION OF RISKS**

I am aware that skiing, snowboarding and participating in Special Events involve many inherent risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; avalanches; exposed rock, earth, ice, or other natural objects; trees, tree wells, tree stumps and forest dead fall; the condition of snow or ice on or beneath the snow surface; changes or variation in the terrain used for skiing, snowboarding and Special Events which may create blind spots or areas of reduced visibility; changes or variations in the snow surface or subsurface, including changes due to man-made or artificial snow; variable and difficult snow conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; cliffs; crevasses; impact or collision with lift structures, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles and other vehicles, equipment, structures, or objects or equipment used in connection with skiing, snowboarding and Special Events; snowcat roads, road-banks or cut-banks; snow immersion; fatigue, stress, dehydration, exertion, high altitude and lack of fitness; infectious disease contracted through viruses, bacteria, parasites, and fungi which may be transmitted through direct or indirect contact; loss of balance; slips, trips and falls; impact or collision with other skiers, racers, spectators, participants, competitors or course officials; failure to ski or snowboard safely or within one's own ability or within designated areas; negligence of other skiers, snowboarders, racers, spectators, participants, competitors or course officials; negligent first aid; 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 OF PARTICIPATING IN SPECIAL EVENTS.**

I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for skiing, snowboarding and Special Events 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.**

**HELMETS** - I acknowledge that Helmets are mandatory during participation in Winter Special Events. I understand that a helmet designed for recreational snow sports may reduce the risk of some types of head injuries. I recognise that serious head injury can occur even when a helmet is worn.

**COMPETITIONS**

I acknowledge that the risks, dangers and hazards of skiing and snowboarding are increased during races, competitions and contests, due to the competitive nature of the activity and the fact that there will be other participants on the course. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

Initial - Participant	Initial - Parent or Guardian If Participant is under age 18

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

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

In consideration of the Releasees allowing me to participate in Special Events as a competitor, course worker, official, volunteer, event organizer, guest or member of the media, and permitting my use of their services, equipment, ski lifts, ski runs, trails, terrain parks, 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 participation in Special Events, use of or presence on the premises or travel beyond the ski area boundary **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 THE 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 damage to the property of 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 on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Special Events, other than what is set forth in this Release Agreement.

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

Signature of Witness
Please print name of witness clearly

Signature of Participant
Please print name of participant clearly

Date	Day	Month	Year

Signature of Parent or Guardian if participant under 18 years of age
Please print name of Parent or Guardian clearly