

Calgary Ski Club Informed Consent and Assumption of Risk Agreement

There are two parts to this waiver agreement in order to comply with insurance requirements for all Calgary Ski Club activities. It is necessary for each adult to sign this agreement in two places and for one adult to sign on behalf of their children in each of two places. The waiver will not be complete until both parts of the document have been signed, irrespective of the activities in which the member intends to participate.

Cross Country Canada Informed Consent and Assumption of Risk Agreement

By signing this document you will assume certain risks. Please read carefully.

1. This is a binding legal agreement. As a Participant in the sport of cross-country skiing and the programs, activities and events of **Cross Country Canada including all of its registered Divisions and Clubs and Canadian Snowsports Association** (hereinafter called **CCC/CSA**), which include without limitation cross-country skiing competitions, camps, clinics, and related activities such as roller-skiing, road cycling, running and hiking (hereinafter called the **Activities**), the Participant and or the Parent/Guardian of the Participant (hereinafter called the **Parties**), acknowledge and agree to the following terms:

Description of Risks

2. The Participant is participating voluntarily in the **Activities**. In consideration of the Participant's participation in the **Activities** sanctioned by **CCC/CSA**, the **Parties** hereby acknowledge that they are aware of the risks, dangers and hazards associated with or related to the **Activities**, and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to, injuries from:
 - a. Training whether indoor or outdoor including strength training, running, hiking and cycling;
 - b. Overusing, exerting and stretching various muscle groups and strenuous cardiovascular workouts;
 - c. Vigorous physical exertion, rapid movements and quick turns and stops;
 - d. Falling to the ground due to slips, trips or uneven, slippery or irregular terrain or surfaces;
 - e. Contact, colliding or being struck by skis, ski poles, equipment, trees, other individuals or other fixed assets;
 - f. Failing to participate within one's abilities, skill and within designated areas;
 - g. Becoming lost or separated from the group or the group becoming split up;
 - h. Failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;
 - i. Extreme weather conditions which may result in frostbite, hypothermia, snowstorms, sunstroke or lightning strikes;
 - j. Encounters with animals or plants including allergic reactions;
 - k. Travel to and from training, competitive events and associated non-competitive events which are an integral part of **Activities**; and
 - l. Other risks normally associated with participation in the **Activities**.
3. Furthermore, the **Parties** are aware:
 - a. That injuries sustained may be severe, paralyzing or fatal;
 - b. That the Participant may experience anxiety or embarrassment while challenging themselves during the activities, events and programs of **CCC/CSA**;
 - c. That the risk of injury is reduced if the Participant follows all rules established for participation; and
 - d. That the risk of injury increases as the Participant becomes fatigued.

Disclaimer

4. In consideration of **CCC/CSA** accepting the Participant's application for membership in the Club or allowing the Participant to participate, the **Parties** agree that **CCC/CSA**, and its respective directors, officers, committee members, members, employees, volunteers, participants, agents and representatives are not responsible for any injury, personal injury, damage, property damage, expense, loss of income or loss of any kind suffered by the Participant during, or as a result of, any of the **Activities** sanctioned by **CCC/CSA**, caused by the risks, dangers and hazards associated with the **Activities**.

Acknowledgement

5. The **Parties** confirm that:
 - a) The Participant's physical condition is sufficient to allow participation in the sport of cross-country skiing and the activities, events and programs of **CCC/CSA**;
 - b) They have been provided sufficient information about **Activities** and the associated risks and hazards so that they are aware of the effect of this agreement;
 - c) The Participant agrees to abide by the Rules and Regulations imposed by **CCC/CSA**, in association with the **Activities**, and to follow the instructions of the officials during the **Activities**; and

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- d) They have read this agreement understand it, have executed this agreement voluntarily, and that this agreement is to be binding upon the **Parties**, their heirs, executors, administrators and representatives.
- 6) In addition, the **Parties**
 - a) Authorize **CCC/CSA**, to collect and use personal information about the **Parties** which relates in any way to the **Activities**, including without limitation the publication of photographs in newsletters and promotional materials, and the posting of photographs, videos, articles, rosters, statistics, images and results on the **CCC/CSA** websites;
 - b) Grant permission to **CCC/CSA**, to photograph and/or record the **Parties** image and/or voice, and to use this material to promote **CCC/CSA**, through any form of and agree that the audio/visual material and copyright will remain the sole property of **CCC/CSA**, and waive any claim to remuneration for use of audio/visual materials used for these purposes; and
 - c) Understand that they may withdraw such consent at any time by contacting Cross Country Canada at 403-678-6791. Cross Country Canada will advise the implications of such withdrawal.

We do not sell or distribute your personal information to any other third party not listed herein.

Adult 1 *I, the Participant and/or Parent/Guardian, have read and agree to be bound by this agreement.*

Name: _____
Date: _____
Signature: _____

Adult 2 *I, the Participant and/or Parent/Guardian, have read and agree to be bound by this agreement.*

Name: _____
Date: _____
Signature: _____

NOTE: if the Member/Participant is under the age of majority in the province/territory in which he/she resides, a parent or legal guardian MUST sign below.

Name of Parent/Guardian: _____
Date: _____
Parent/Guardian Signature: _____

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NOTE:

All Informed Consent and Assumption of Risk Agreements are to remain with the **Club Executive for a minimum of three years.**

DO NOT submit these forms to **CCC/CSA** or to the **Division Office**

Calgary Ski Club Waiver

I am 18 years or older, have read this document thoroughly, and have been given the opportunity to seek legal counsel before signing:

As a member of the Calgary Ski Club and a participant in its programs, activities and events, the Participant and/or the Parent/Guardian of the Participant (hereinafter called the "**Parties**"), acknowledge and agree to the following terms:

1. The **Parties** acknowledge and accept that the programs, activities and events (the "**CSC Activities**") organized by members, event coordinators, officers, employees, agents, directors and volunteers of the Calgary Ski Club (the "**CSC**") involve inherent risks and involve natural and man-made hazards.
2. The **Parties** understand and freely accept the nature and extent of the risks of the **CSC Activities**.
3. This release and waiver of liability is being executed freely and voluntarily without any compulsion on the part of the **CSC**.
4. The **Parties** understand and accept that the **CSC** members, event coordinators, officers, directors, employees, agents, volunteers and contractors are not professional guides, leaders or licensed first aid attendants and that they may not have guide, leadership or first aid experience.
5. The **Parties** understand that the **Parties**, and not the **CSC** members, event coordinators, officers, directors, employees, agents, volunteers and contractors, are responsible for the **Parties'** safety in the activities in which the **Parties** participate.
6. In participating in any **CSC Activity** the **Parties** take full and sole responsibility for the **Parties'** wellbeing and take full and sole responsibility for any injury the **Parties** suffer or the **Parties'** or any one of the **Parties'** deaths as the case may be.
7. The **CSC** is not responsible for any loss and/or damage sustained by the **Parties** or any of the **Parties'** property including any loss and/or damage caused by injury or death, howsoever caused, **notwithstanding the same may have been caused or contributed to by any act, omission or negligence of the CSC.**
8. This **CSC** waiver applies to all activities in which the **Parties** participate while the **Parties** are registered members of the **CSC**. The **Parties** acknowledge that the **CSC** will not require the **Parties** to sign a waiver form before each activity in which the **Parties** take part and confirm and accept that this waiver applies to all **CSC Activities** in which the **Parties** partake.
9. This waiver must be signed on an annual basis in conjunction with the **Parties'** annual **CSC** membership application and the **Parties** accept and agree that the **Parties** cannot participate in any **CSC Activity** unless this waiver has been signed by the **Parties**.
10. This waiver, and all other documentation and contracts that bind the **Parties** in conjunction with the **Parties'** membership with the **CSC**, shall be governed by the Laws of the Province of Alberta.
11. The **CSC** may collect and use the **Parties'** personal information for program development, marketing and contact purposes, to meet all legal requirements and may use any photograph of the **Parties** during the **Parties'** participation in a **CSC Activity** for promotional purposes including brochure and website marketing. The **Parties** consent to the use of the **Parties'** personal information for the foregoing reasons, only. All information will not be otherwise used or distributed unless ordered by a Court of competent jurisdiction or as otherwise directed by law.
12. The **Parties** are aware of the nature and effect of this waiver and fully understand its implications and its limitations on the **Parties'** rights of recovery against the **CSC** for any losses and damages the **Parties** sustain during the **Parties'** participation in **CSC** events and on the **Parties'** behalf and that of the **Parties'** heirs, executors, administrators and assigns, the **Parties** hereby release and forever discharge the **CSC** from all liability whatsoever for all loss, claims, or damages whatsoever on account of injury to the **Parties** and/or the **Parties'** property or death,

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whether caused by an act or omission of the CSC or otherwise and the **Parties** agree not to commence legal proceedings against the CSC for such claims.

Adult 1 *I, the Participant and/or Parent/Guardian, have read and agree to be bound by this agreement.*

Name: _____
Date: _____
Signature: _____

Adult 2 *I, the Participant and/or Parent/Guardian, have read and agree to be bound by this agreement.*

Name: _____
Date: _____
Signature: _____

NOTE: if the Member/Participant is under the age of majority in the province/territory in which he/she resides, a parent or legal guardian MUST sign below.

Name of Parent/Guardian: _____
Date: _____
Parent/Guardian Signature: _____