

**NOTE TO PARENT/GUARDIAN AND STUDENT/GROUP MEMBER  
PLEASE READ CAREFULLY**

*King's County Academy* is arranging a school/group trip to Ski Martock. Nova Ski Ltd, o/a Ski Martock and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors, and assigns (hereinafter collectively referred to as the "Releasees") In this agreement, the term "We" shall refer to participating student/group member and his/her parent(s)/guardian(s)/agent(s).

**RENTAL AGREEMENT**

1. We accept full responsibility for the care of the rental equipment ("the Equipment") listed on the "School/Group Equipment Rental Form" and agree to pay for any damage to the equipment (other than reasonable wear and tear) and replace at full retail value any equipment not returned by the agreed date and time.
2. No misrepresentations have been made in regard to the Equipment User's height, weight, age, skier type or ski/snowboarding/cross-country ski classification. (The accuracy of this information is imperative in order to properly adjust ski boot / binding settings and to ensure the correct level of snow school instruction).
3. We are familiar with the proper use of the Equipment. We understand that the rental technicians are able to answer any question we may have as to the proper use of the Equipment.

**ASSUMPTION OF RISKS**

We are aware that alpine skiing, snowboarding, cross-country skiing and snowshoeing involve risks, dangers and hazards and injuries are a common and ordinary occurrence of the sports.

**ALPINE SKIING** We understand ski boot / binding system will not release at all times or under all circumstances; that it is not possible to predict every situation in which the system will release and that the system is no guarantee that the user will not be injured.

**SNOWBOARDING/CROSS-COUNTRY SKIING/SNOWSHOEING** We understand that the snowboard boot / binding system, cross-country boot / binding system is not designed or intended to release and will not release under normal circumstances. We understand that as the snowboard boot / binding system or cross-country boot / binding system is a non-release system, it will not reduce the risk of injury during a fall.

**HELMETS** We understand that it is the law in Nova Scotia to wear a properly fitted, properly fastened, certified snow sport helmet while alpine skiing or snowboarding. (Helmets are not required for cross-country skiing.)

**WE FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.**

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

In consideration of the School/Group Trip and of the rental of the Equipment, We hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that we/I have or may have in the future against **THE RELEASEES** and the manufacturer and distributor of the Equipment and their directors, officers, employees, agents and representatives (all of whom are hereinafter referred to as "the Releasees" and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, injury or expense that we/I may suffer, or that our/my next of kin may suffer as a result of or arising out of any aspect of our/my use of the Equipment, 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 SNS 1996 c.27** ON THE PART OF RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF SKIING, SNOWBOARDING OR CROSS-COUNTRY SKIING. OR WARRANTY ON THE PART OF THE RELEASEES in respect of the design, manufacture, selection, installation, maintenance or adjustment of the Equipment, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment;)

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party, resulting from the use of the Equipment.

3. This 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 Agreement shall be governed by and interpreted in accordance with the laws of the Province of Nova Scotia; and

5. Any litigation involving the parties to this Agreement shall be brought within the Province of Nova Scotia.

**RESPONSIBILITY CODES**

Ski Martock requires the parent/guardian and student/group member know and obey the **ALPINE RESPONSIBILITY CODE, CROSS-COUNTRY SKIER, FREESTYLE TERRAIN CODE** and **MARTOCK LIFT USE GUIDELINES**. Ski Martock, teachers/group leaders/chaperones/volunteer supervisors reserve the right to revoke a lift/trail ticket in event of a violation of the **RESPONSIBILITY CODES** or other unacceptable conduct. Copies the Guidelines and Codes can be found in the school hand book <http://www.martock.com/pdf/schoolbooking.pdf> and at [www.martock.com](http://www.martock.com)

OVER →

October,2012

SKIING  SNOWBOARDING

\*Please mark an alternate activity with an "A"

**SKI/SNOWBOARDING/CROSS-COUNTRY SKIING CLASSIFICATION FOR SNOW SCHOOL LESSONS**

We have identified our child's Ski/Snowboarding/Cross-Country Skiing classification as (check One):

NON-SKIER/SNOWBOARDER  BEGINNER  INTERMEDIATE  ADVANCED

**SKIER TYPE FOR ALPINE SKI BINDING SETTINGS (SEE APPENDIX #2 – B for details)**

We have identified our child's Skier Type as (check one):

TYPE I - Cautious skiing at lighter release/retention settings  TYPE II - Moderate skiing at average release/retention settings  TYPE III - Aggressive skiing at higher release/retention settings

**STUDENT / GROUP MEMBER INFORMATION**

Name: \_\_\_\_\_ Health Card#: \_\_\_\_\_

Age: \_\_\_\_\_ Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Shoe Size: \_\_\_\_\_

Any Allergies/Health Conditions: \_\_\_\_\_ Parent's/Guardian's Name: \_\_\_\_\_

Emergency Contact Name: \_\_\_\_\_ Emergency Contact Phone #: \_\_\_\_\_

**ACKNOWLEDGEMENT**

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 ASSIGNS MAY HAVE AGAINST THE RELEASEES, I GIVE MY CHILD \_\_\_\_\_ PERMISSION TO PARTICIPATE IN THE SCHOOL/GROUP TRIP TO BE HELD AT SKI MARTOCK.

X \_\_\_\_\_ Date(s) \_\_\_\_\_  
Signature of Participant/Renter/Parent/Guardian/Agent  
(If Participant/User of Equipment is under 19)

(please list all dates if more than one trip)

X \_\_\_\_\_  
Signature of User of Equipment if different from Renter

X \_\_\_\_\_  
Witness

**THIS AGREEMENT AND THE SCHOOL/GROUP RENTAL FORM BELOW MUST BE COMPLETED SIGNED, DATED AND WITNESSED PRIOR TO RENTING.**

October, 2012