



Volunteer Registration Form

Name: _____
Street: _____
Province: _____
Phone: _____

Birthdate: MM/DD/YY
City: _____
Postal Code: _____
Email: _____

Emergency Contact Information

Name: _____ Phone Number: _____ Relation: _____

FMSS RELEASE, WAIVER, AND ASSUMPTION OF RISK

I hereby acknowledge and agree that in consideration of being permitted to participate in activities and events organized, operated, or sanctioned by Friends of Mount Sima Society (hereinafter called the FMSS):

1. I do hereby release FMSS, its members, officers, directors, employees, sponsors, independent contractors, and agents from all liability, and do hereby waive as against the FMSS, its members, officers, directors, employees, sponsors, independent contractors, and agents all resources, proceedings, claims, and causes of action of any kind whatsoever, in respect of all personal injuries or property losses which I may suffer arising out of or connected with my preparation for, or participation in, the aforesaid activities and events, notwithstanding that such injuries or losses may have been caused solely or partly by the negligence of FMSS, or any of its members, officers, directors, employees, sponsors, independent contractors, and agencies,
2. And, I do hereby acknowledge and agree: a) that participating in activities and events and the use of adaptive equipment can be dangerous, exposing participants to many risks and hazards, some of which are inherent in the very nature of the activity and event itself, others which result from human error and negligence on the part of the persons involved in preparing, organizing, and staging these activities and events; b) that, as a result of the aforesaid risks and hazards, I as a participant may suffer serious personal injury, even death, as well as property loss; c) that some of the aforesaid risks and hazards are foreseeable, but others are not; d) that I nevertheless freely and voluntarily assume all the aforesaid risks and hazards, and that, accordingly, my preparation for, and participation in activities and events shall be entirely at my own risk; e) that I understand that neither FMSS, nor any of its members, officers, directors, employees, sponsors, independent contractors, and agents assume any responsibility whatsoever for my safety during the course of my preparation for or participation in the aforesaid activities and events; f) that I have carefully read this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, that I fully understand same and that I am freely and voluntarily executing same; g) that I understand clearly that by signing this release I will be forever prevented from suing or otherwise claiming against FMSS, its members, officers, directors, employees, sponsors, independent contractors, and agents for any loss or damage connected with any property loss or personal injury I may sustain while participating in or preparing for any of the above mentioned activities and events whether or not such loss or injury is caused solely or partly by the NEGLIGENCE of FMSS or any of its members, officers, directors, employees, sponsors, independent contractors, and agents; h) that I have been given the opportunity and have been encouraged to seek independent legal advice prior to signing the RELEASE, WAIVER, AND ASSUMPTION OF RISK; i) that I understand clearly that FMSS would not permit me to participate in any such activities and events unless I signed this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement, that this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement applies to all the aforesaid activities and events whether occurring in the near or distant future, and that the terms of this Agreement need not be brought to my attention each time I participate in an activity or event in order to be effective; j) that the term "activity and event" as used in this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement includes without limiting the generality of that term, activities, as well as clinics, programs, and events that are in any way authorized, sanctioned, organized or operated by FMSS; k) that this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement is binding on myself, my heirs, my executors, administrators, personal representatives, and assigns; l) I recognize that this RELEASE, WAIVER, AND ASSUMPTION OF RISK agreement may be in addition to any other release I must sign as a condition of membership in the FMSS and participation in its activities and events and acknowledge that I am bound by the terms and conditions of both waivers.

Initials

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

I am aware that participation in activities and events at with FMSS involves many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; avalanches; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps, forest dead fall; the condition of snow or ice on or beneath the skiing surface; changes or variations in the skiing terrain which may create blind spots or areas of reduced visibility; changes or variations in the skiing surface or subsurface, including changes due to man-made or artificial snow; variable and difficult snow conditions; streams, creeks and exposed holes in the snowpack above streams or creeks; cliffs, crevasses; snowcat roads, road-banks or cut banks; impact or collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; objects or equipment used in connection with skiing or ski-racing, impact or collision with other skiers, racers, spectators, participants, competitors, course officials; the failure to ski safely or within one's own ability or within designated areas; negligence of other skiers; and NEGLIGENCE ON THE PART OF THE RELEASEES. I AM ALSO AWARE THAT THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE EXIST THROUGHOUT THE SKI AREA AND THAT MANY ARE UNMARKED. I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THIS EVENT 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 accepting my application to participate in activities and events and permitting my use of the property, ski lifts, ski runs and trails, snowboard and terrain parks, race courses and other facilities (hereinafter referred to as "the facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, 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, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF THE ACTIVITY AND EVENT REFERRED TO ABOVE; 2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any property damage or personal injury to any third party resulting from my participation in activities or events; 3. That this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death; 4. That this Agreement shall be governed by and interpreted in accordance with the laws of the Territory of Yukon; and 5. That any litigation involving the parties of this Agreement shall be brought within the Territory of Yukon. In entering into this Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of activities and events, other than what is set forth in this Agreement. I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, 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.

To protect the health and safety of our staff and other volunteers, please confirm that you do not have any of the following:

- fever, cough or shortness of breath
- have travelled outside of YT, NWT, BC within the last 14 days
- have come in contact with someone who is suspected or confirmed to have COVID-19 in the last 14 days

_____ (Initial)

RELEASE FOR USE OF DIGITAL PHOTOGRAPHY Yes, I give my consent to record digital imagery for teaching and/or promotional purposes _____ (Initial)

NO, I DO NOT give my consent to record digital imagery for teaching and/or promotional purposes _____ (Initial)

ALL VOLUNTEERS MUST SIGN THIS FORM. If you are under 19 years of age at the time of completing this form, you must have your parent or legal guardian sign for you. I hereby release FRIENDS OF MOUNT SIMA SOCIETY, the sponsors and the organizers of activities and events, from all liability for injury and damages sustained to me (or my child), arising out of my (his/her) participation in activities and events.

Signature of Volunteer: _____ Signature of Witness: _____

Please Print Name Clearly: _____ Please Print Name Clearly: _____

Signature of Parent/Guardian (under 19): _____ Date: _____