

CLUB MONT STE MARIE –ALPINE SKI RACING  
CONSENT, ASSUMPTION OF RISK, WAIVER and INDEMNIFICATION

**Name of the Athlete:** \_\_\_\_\_

1. THIS IS A LEGAL BINDING AGREEMENT. I, the undersigned, Athlete and/or parent/legal guardian of the registered Athlete, desire to participate and/or permit the Athlete to engage in ski racing, training, programs, activities and events organized by Club Mont Ste Marie, a not-for-profit corporation.

**Disclaimer**

2. Club Mont Ste Marie, its directors, officers, committee members, coaches, employees, participants, volunteers, agents and representatives (**collectively, the “Club”**) are not responsible for any injury, damage, property damage, expense, loss of income or loss of any kind suffered by the Athlete or next-of-kin, during, or as a result of, my or the Athlete’s participation in the sport of downhill skiing, ski racing, training (on snow and off), any program, event or activity of the Club (**collectively, the “Activities”**), caused by the risks, dangers and hazards associated with said Activities.

I have read and agree to be bound by paragraph 1 and 2 : \_\_\_\_\_ (initials)

**Description of Risks**

3. I am participating voluntarily in the Activities. I am aware of and fully accept the risks, dangers and hazards associated with or related to the Activities. I acknowledge that in participating in said Activities, I am exposing myself to such risks, dangers and hazards, which can be severe and even fatal. I acknowledge and have been forewarned that the risks, dangers and hazards also include, but are not limited to, injuries from:
- a) collision with natural and man-made objects and other athletes and spectators;
  - b) falling at high speed while racing, training or free skiing;
  - c) falling due to uneven, slippery or irregular terrain or surfaces;
  - d) exerting and stretching various muscles and strenuous cardiovascular workouts;
  - e) vigorous physical exertion, rapid movements and quick turns and stops;
  - f) failing to ski within one’s abilities and within designated areas;
  - g) failing to properly use any piece of equipment or from the mechanical failure thereof;
  - h) extreme weather conditions;
  - i) spinal cord injuries which may render the athlete permanently paralyzed; or
  - j) travel to and from competitive events and associated non-competitive events which are an integral part of the Club’s activities.
4. In consideration of the Club accepting the Athlete’s application for registration and allowing the Athlete to compete with and participate in the Club MSM Alpine Ski Team and the Activities, I hereby for myself (and for the Athlete as the case may be), my next-of-kin, my heirs, executors, administrators and assigns, freely accept and fully assume all such risks, dangers, and hazards, as well as the possibility of personal injury, death, expense, property damage, loss of income or loss of any kind resulting therefrom.

I have read and agree to be bound by paragraph 3 and 4 : \_\_\_\_\_ (initials)

**Release of Liability**

5. In consideration of the Club accepting the Athlete’s application for registration and allowing the Athlete to compete with and participate in the Club MSM Alpine Ski Team and the Activities, I hereby for myself (and for the Athlete as the case may be), my next-of-kin, my heirs, executors, administrators and assigns:
- a) WAIVE any and all claims that I may have against the Club in connection with the Athlete’s participation in the Activities; and
  - b) RELEASE, AGREE TO HOLD HARMLESS and INDEMNIFY the Club from any and all liability for all claims, demands, actions, cause of action and costs that might arise out of my or the Athlete’s participation in the Activities due to any cause whatsoever, including to a third party resulting from the Athlete’s participation in the said Activities.

I have read and agree to be bound by paragraph 5 : \_\_\_\_\_ (initials)

**Consent for Use of Personal Information and Photo Release**

- 6. I authorize the Club to collect and use personal information about me and the Athlete for the purpose of registration in the programs, races and events of the Club, SQA, Alpine Canada and other ski organizations as the case may be, and for receiving communications from the Club with regard to programs, events, promotions, sponsorships, articles of interest, and newsletters.
- 7. Furthermore, I authorize the Club to include my personal information (name, address, email, phone number, and name of athletes) in the Club MSM Members’ Directory, in printed format to be distributed to all members of Club MSM as well in an online format, to be available on the Club’s website, but restricted to Members’ Only.
- 8. I grant permission to the Club to use at its discretion, without additional written permission, the Athlete’s name, as well as his/her photograph, image, voice, and likeness while participating in the Activities, in all forms and manner, including but not limited to publication on the Club’s website, its newsletter, its social media, and any other forms of media/publications as released to or by the Club for the promotion of the Club and skiing.
- 9. I acknowledge that I may withdraw/limit my consent at any time by contacting the Club ([info@clubmsm.org](mailto:info@clubmsm.org)).

I have read and agree to paragraphs 6, 7, 8 and 9 : \_\_\_\_\_ (initials)

**Medical Condition and Emergency**

- 10. I understand that it is my responsibility to inform the Alpine Program Administrator by email at [programadmin@clubmsm.org](mailto:programadmin@clubmsm.org) of any medical condition that may affect the Athlete’s well-being, performance or behaviour during the Activities, and to inform the Alpine Program Administrator of any changes thereto.
- 11. I understand that it is my responsibility to provide the Club with emergency contact information and to inform the Alpine Program Administrator of any changes to such information.
- 12. *In the event that no parent/legal guardian or designate can be contacted*, I authorize the Ski Patrol or other available trained medical professional or first responder to examine my child and undertake any urgent and necessary treatment. I also give permission to have my child admitted to hospital if necessary, and authorize the physician and nursing staff of any emergency care unit to undertake medically required and necessary examination, investigation and treatment of my child.

I have read and agree to be bound by paragraphs 10, 11 and 12 : \_\_\_\_\_ (initials)

**Acknowledgment**

By printing your name, writing the date below and signing this document, you confirm that you have read and understand this Consent, Assumption of Risk, Waiver and Indemnification Agreement, that you agree to execute this Agreement voluntarily and to be bound by it.

Athlete’s Name (please print): \_\_\_\_\_

Athlete’s Signature: \_\_\_\_\_

Parent or Legal Guardian’s Name (please print): \_\_\_\_\_  
(if Athlete is under 18 years of age)

Parent or Legal Guardian’s Signature : \_\_\_\_\_  
(if Athlete is under 18 years of age)

Date: \_\_\_\_\_