

**WATER RAMP WAIVER
RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTIONS OF RISKS AND INDEMNITY AGREEMENT.**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.**

INITIAL

PLEASE READ CAREFULLY!

TO: **FREESTYLE CANADA, THE CANADIAN SNOWSPORTS ASSOCIATION (CSA), COVERT FARMS LTD., PENTAGON ENGINEERING LTD, KEN KURODA, APEX FREESTYLE CLUB (AFC)** and their respective coaches directors, employees, sub-contractors, sponsors and volunteers (collectively herein after referred to as "the Releasees").

RE: **USE OF THE AFC WATER RAMP ON THE COVERT FARMS' PROPERTY**, (hereinafter referred to as "the Ramp").

NAME OF PARTICIPANT: _____
ADDRESS Street _____
City _____ Province/State _____ Postal code _____
DATE OF BIRTH: _____

NOTICE TO PARTICIPANTS: WATER RAMP TRAINING

The Ramp is a specialized training facility, used for the teaching of acrobatic maneuvers that may also be performed on snow. All participants are expected to read and abide by the established procedures for the use of the Ramp. Copies of these procedures are available on the Apex Freestyle Club's website: www.apexfreestyleclub.com

- **AS A PARTICIPANT IN WATER RAMP TRAINING, I UNDERSTAND AND AGREE TO THE FOLLOWING CONDITIONS:**
- **I HAVE AN APPROPRIATE, CURRENT AND PAID ATHLETE'S LICENSE WITH FREESTYLE CANAD (RENEWED AS OF JULY 1 OF THIS YEAR)**

INITIAL

ACKNOWLEDGEMENT OF SAFETY

- I ACKNOWLEDGE THAT I HAVE BEEN INSTRUCTED TO WEAR A HELMET AND A LIFEJACKET. I AM FAMILIAR WITH THE PROPER USE OF THE WATER RAMP AND HAVE THE SKILLS REQUIRED TO USE THE WATER RAMP. I AM AWARE THAT THERE ARE COACHES AVAILABLE TO ANSWER QUESTIONS I MAY HAVE, AS TO THE PROPER USE OF THE EQUIPMENT AND FACILITIES.
- I HAVE A RESPONSIBILITY TO GUARD MY OWN SAFETY AND THE SAFETY OF OTHERS.
- ALL INSTRUCTIONS ISSUED BY THE RAMP MANAGER, COACHES OR LIFEGUARDS ARE TO BE FOLLOWED.
- NO ALCOHOLIC BEVERAGES OR DRUGS ARE PERMITTED AT THE RAMP
- THE USE OF HELMETS AND LIFE JACKETS ARE MANDATORY.
- THE USE OF A MOUTHGUARD IS STRONGLY ADVISED FOR ALL JUMPING AND ACTIVITIES ON THE RAMP.

INITIAL

DEFINITION

In this Agreement the term "water ramp training" shall include: skiing or boarding into the reservoir; the performance of acrobatic maneuvers on land or in water; swimming diving; the observation of other participants; water ramp competitions; trampoline training; and "dry land training: conducted at the Ramp.

ASSUMPTION OF RISKS

I am aware that water ramp training involves many risks, dangers and hazards including, but not limited to : swimming; diving or jumping into water; unmarked and/or unknown hazards above, on, or below the surface of the water; hazards on and around the ramp structures and surrounding areas; the performance of trampoline maneuvers; skiing or boarding down the in run; impact or collision with other participants, spectators, coaches, or officials; impact or collision with released skis; the failure to act safely or within one's own ability or within designated areas; negligence of other participants, spectators, coaches, or officials; and possible **NEGLIGENCE ON THE PART OF THE RELEASEES INCLUDING THE FAILURE BY THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE WATER RAMP TRAINING.** I am also aware that the risks, dangers and hazards referred to above exist throughout the Ramp area 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, INCLUSIVE OF UPRIGHT, OFF-AXIS, AND INVERTED AEIRIAL MANEUVERS.

