

**Cape Smokey Holding
School/Group Agreement**

Group Name: _____ Date: _____
Authorized Representative: _____
Address of Representative: _____
Contact Phone: _____
Arrival Time: _____ Departure Time: _____ Total # in Group: _____
Cash: Credit Card: Cheque (due upon arrival):

Group Liability Release and Agreement

I verify that I have provided Cape Smokey Holding with a properly completed “Parental Permission and Release of Liability” Form for each student/group member.

In this agreement, “skiing” shall refer to snowboarding, “cross country skiing”, and “snowshoeing” and “we” shall refer to any participating student/group member, and his/her parent/guardian(s) or agent(s).

I understand and have explained to each member of the group that there are inherent and other risks in the sport of skiing/snowboarding. I understand and have explained to each group member that the sport of skiing and other recreational activities involve inherent risks of **injury and death**.

I understand and have explained to each member of the group the “Alpine Responsibility Code” approved by the Canadian Ski Patrol System and that adherence to these codes while participating in the sport of skiing could reduce the likelihood of injury to the members of the group, and to others.

I understand that using a helmet designed for “Recreational Snow Sports” will help reduce the risks of some types of injuries to the user at slower speeds. **I recognize that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn. I understand that helmets are required to be worn by all group members when skiing/riding** (not required for Cross Country or snowshoeing).

This agreement is governed by the laws of Nova Scotia. If any provision of this agreement is determined to be unenforceable, it shall be severed and all of the remaining provisions shall be given full force and effect.

It is understood and agreed to that I am authorized to sign this “Group Rental and Liability Release Agreement” on behalf of each group member, each equipment user, and on behalf of the School Board or any other organization named in this agreement. It is understood and agreed upon that, by signing this document, it is binding on each group member and equipment user, the School Board or any other organization which I and each group member are a part of.

I, THE GROUPS REPRESENTATIVE, HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS GROUP LIABILITY RELEASE AND AGREEMENT.

Signed: _____ Date: _____
(On behalf of the group)

Signed: _____ Date: _____
(On behalf of the Cape Smokey Holding)

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

_____ is arranging a group trip to Cape Smokey Holding. (Name of Group Representative)

In this agreement, the term “skiing” shall include “snowboarding”, “cross-country skiing”, and “snowshoeing” and “we” shall refer to the participating student/group member and his/her parent(s)/guardian(s)/agent(s).

ASSUMPTION OF RISK

We are aware that skiing involves many risks, dangers and hazards and assume all the risks of personal injury or death or property loss resulting from any case whatsoever including but not limited to the inherent risks of skiing, and the use of ski lifts, collision with natural and man-made objects or other skiers, travel within or beyond the ski area boundaries, or negligence, breach of contract, or breach of statutory duty of care on the part of Cape Smokey Holding and it’s staff. We agree that it’s employees and agents shall not be liable for any personal injury, death or property loss and release Cape Smokey Holding and it’s employees and agents and waive all claims with respect thereto.

EQUIPMENT

Cape Smokey Holding provides rental equipment. We accept full financial responsibility for the care of the equipment while it is in the possession of my son/daughter/group member. We will be responsible for the replacement at full value of any equipment rented on the “Group Equipment User form” but not returned to the rental facility. We agree to return all rental equipment by the specified date.

We understand that the binding system cannot guarantee the user’s safety. In downhill skiing the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, cross-country skiing, and snowshoeing, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

We understand that a helmet designed for Recreational Snow Sports use will help reduce the risks of some types of injuries to the user at slower speeds. We recognize that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.

We understand that helmets are required to be worn by students/group members while skiing. (Helmets are not required for cross-country skiing.) We further agree to defend and indemnify the PROVIDERS for any loss or damage, including any that results from claims or lawsuits for personal injury, death and property loss and damage related to the use of this equipment.

RESPONSIBILITY CODES

Cape Smokey Holding requires the parent/guardian and student/group member know, understand and obey the ALPINE RESPONSIBILITY CODE. Teachers/group leaders, chaperones, Snow school Staff and Ski Patrol reserve the right to revoke a lift ticket in event of a violation of the RESPONSIBILITY CODES or other unacceptable conduct. **Copies of Both Codes can be found on the “Safety” page at www.capesmokey.com.**

LIABILITY RELEASE

We agree to release Cape Smokey Holding, it’s employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of the rental equipment (collectively the “PROVIDERS”), from all liability for injury, death, property loss and damage which results from the equipment user’s participation in the sport of skiing, use of, or in any way related to the use of the rental equipment, including all liability which results from the negligence of the PROVIDERS, or any other person or cause. This agreement is governed by the laws of Nova Scotia. If any provision of this agreement is determined to be unenforceable it shall be severed and the remaining provisions shall be given full force and effect.

SKIER TYPE(Alpine Skiing Only) Check One

____Type I New Skier, ski conservatively. Prefer slow speeds. Prefer easy, moderate slopes. Favor lower than average release/retention settings. This corresponds to an increased risk of inadvertent binding release in order to gain increased release capability in a fall.

____Type II Ski moderately. Prefer a variety of speeds. Ski on a varied terrain, including most difficult trails. All skiers who do not meet all descriptions of either Type I or Type III.

____Type III Ski aggressively. Typically ski at a higher speed. Prefer steeper and more challenging terrain. Favour higher than average release/retention settings. This corresponds to decreased capability to release in a fall in order to decrease risk of inadvertent binding release.

ACKNOWLEDGEMENT My participating child/group member and I understand these warnings and we have identified my child’s/group member’s ski/snowboard ability, skier type classification, age, height and weight accurately and correctly. We, the undersigned, have read and understand the terms of this form.

SIGNATURE OF STUDENT/GROUP MEMBER

SIGNATURE OF PARENT/GUARDIAN/AGENT

DATED ____/____/____

Day Month Year

School/Group Rental Form

**** MUST HAVE THIS FORM CORRECTLY FILLED OUT BEFORE WE CAN ISSUE EQUIPMENT ****

Date of visit: _____ / _____ / _____

Group Name:

Renter's Name:

Activity Choice:

(check one): _____ Skiing _____ Snowboarding _____ Snowshoeing

Weight _____ **Height** _____ **Age** _____ **Shoe Size:** _____

Skier Type (circle one): Beginner (I) Novice/Intermediate (II) Advanced (III)

EQUIPMENT ISSUED

(Staff use Only)

Boots: _____

Snow shoes: _____

Skis: _____

SnowBoard: _____

VISUAL INDICATOR SETTINGS (Staff use Only)

Skier Code: _____ (Indicator Settings)

Toe: _____ Heel: _____ Boot Code:

Technicians Initial: _____

Initial when equipment returned: Skis/Snowboard _____ **Helmet** _____

Snowshoe _____ **Boots** _____

Group Summary Sheet

Group Name: _____ **Date:** _____

of Participants: _____ **# of Chaperones:** _____

No.	Name (Please Print)	ski	Snowboard	Permission/ Waiver	Paid
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					
36					
37					
38					
39					
40					
		Total #:			
		Total \$:			
Grand Total:\$					

ALPINE RESPONSIBILITY CODE



THERE ARE ELEMENTS OF RISK THAT COMMON SENSE AND PERSONAL AWARENESS CAN HELP REDUCE. REGARDLESS OF HOW YOU DECIDE TO USE THE SLOPES, ALWAYS SHOW COURTESY TO OTHERS. PLEASE ADHERE TO THE CODE LISTED BELOW AND SHARE WITH OTHERS THE RESPONSIBILITY FOR A SAFE OUTDOOR EXPERIENCE.

- 1** *Always stay in control. You must be able to stop, or avoid other people or objects.*
- 2** *People ahead of you have the right-of-way. It is your responsibility to avoid them.*
- 3** *Do not stop where you obstruct a trail or are not visible from above.*
- 4** *Before starting downhill or merging onto a trail, look uphill and yield to others.*
- 5** *If you are involved in or witness a collision or accident, you must remain at the scene and identify yourself to the Ski Patrol.*
- 6** *Always use proper devices to help prevent runaway equipment.*
- 7** *Observe and obey all posted signs and warnings.*
- 8** *Keep off closed trails and closed areas.*
- 9** *You must not use lifts or terrain if your ability is impaired through use of alcohol or drugs.*
- 10** *You must have sufficient physical dexterity, ability and knowledge to safely load, ride and unload lifts. If in doubt, ask the lift attendant.*

**Know the Code - Be Safety Conscious
It is Your Responsibility**