



**ST. THOMAS ELGIN GENERAL HOSPITAL FOUNDATION  
ASSUMPTION OF RISK AND RELEASE OF LIABILITY FOR PARTICIPATION  
IN THE SNOW TUBING COMPETITION**

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

**ASSUMPTION OF RISKS:**

1. I understand and acknowledge that participating in a snow tubing competition involves inherent and significant risks that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport.

2. I understand that it is my responsibility to try to avoid hitting another snow tuber and it is also my responsibility to try to avoid being hit by another snow tuber, but that notwithstanding these efforts by myself and other snow tubers, there is a risk of collisions.

3. I acknowledge and understand that some, but not necessarily all, of the risks of a snow tubing competition are the following:

- the use of snow tubes and lifts;
- variations in the steepness and configuration of the snow tubing chutes and run-out area;
- variations in the surface upon which snow tubing is conducted, which can vary from wet, slushy conditions to hard packed, icy conditions and everything in between;
- fences and/or barriers at or along portions of the snow tubing area, the absence of such fences and/or barriers and the inability of fences and/or barriers to prevent or reduce injury; changes in the speed at which a snow tube travels depending on surface conditions and the weight of snow tuber;
- the chance that a snow tuber can fall out, be thrown out or otherwise leave the snow tube;
- the chance that a snow tube can go up the run-out hill and then slide back into the general run-out area;
- impacts or collisions with other snow tubers, spectators, event organizers and others; collisions with natural and man-made objects, obstacles or structures located within or outside of the snow tubing facility; and
- the use of the snow tubing lift or tow, including falling out of a tube, coasting backwards, becoming entangled with equipment and other risks.

4. I also acknowledge and understand that I am accepting AS IS the snow tube and any other equipment involved with the snow tubing competition, including lifts and tows, and further acknowledge and understand that NO WARRANTIES are being extended to me with respect to any aspect of the snow tubing facility.

5. I agree and understand that a snow tubing competition is a purely, voluntary, recreational activity and that if I am not willing to acknowledge the risks and agree not to sue, I should not enter the snow tubing competition.

6. I agree to allow the use of my image or likeness incidental in any photograph, live recorded video display or other transmission or reproduction of the event in any form to which this agreement admits me.



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

In consideration of St. Thomas Elgin General Hospital Foundation’s accepting my application to participate in the snow tubing competition and permitting my use of snow tubing lifts or tows, snow tubing chutes and other facilities (herein called the snow tubing facilities), I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against St. Thomas Elgin General Hospital Foundation and its directors, officers, employees, and volunteers, and successors and assigns (all of whom are hereinafter collectively referred to as the "Releasees");

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 in the snow tubing competition, due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF STATUTORY OR OTHER DUTY OF CARE, ON THE PART OF THE RELEASEES, AND INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATION IN A SNOW TUBING COMPETITION REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of, or personal injury to, any third party, resulting from my use of or presence on the snow tubing facilities;

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 and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws of the Province of Ontario and no other jurisdiction; and

5. Any litigation involving the parties to this Agreement shall be brought solely within the Province of Ontario and shall be within the exclusive jurisdiction of the courts of the Province of Ontario.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releases with respect to the safety of participation in a snow tubing competition other than what is set forth in this Agreement.

**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.**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Witness: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_