

RESORTS OF THE CANADIAN ROCKIES INC.

WAIVER OF LIABILITY FOR PARAGLIDING, PARAGLIDING INSTRUCTION, TANDEM PARAGLIDING INSTRUCTIONAL FLIGHTS, AND TANDEM PARAGLIDING FLIGHTS, TO TAKE PLACE AT STATION MONT SAINTE ANNE.

**RELEASE OF LIABILITY WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN
LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE**

PLEASE READ CAREFULLY

INITIAL

Print name :	
Address :	
Email :	
Town :	Province : Zip code :
Telephone :	Date of birth :

TO: RESORTS OF THE CANADIAN ROCKIES INC. and STATION MONT SAINTE ANNE INC.

"I, the undersigned, declare that I have received a copy of and have read and understood all the regulations governing hang gliding and paragliding activities in the Province of Quebec, including the Management Plan and Site Safety Standards specific to STATION MONT SAINTE ANNE applicable, among other things, to zones reserved for launching and landing.

I agree to respect these regulations and standards in their entirety. I further declare that I have been informed that in order to fly solo at STATION MONT SAINTE ANNE, every pilot must hold a Hang gliding Paragliding Association of Canada rating of novice or higher. In addition, every pilot present on the STATION MONT SAINTE ANNE site is required to carry proof of aviation liability insurance along with his or her membership card issued by the Hang gliding Paragliding Association of Canada.

Passengers flying tandem acknowledge that they have been informed that this activity is a training activity practised with the aim of introducing them to and enhancing their knowledge of this sport.

I further acknowledge that I have been informed that all pilots without a novice rating or higher must be accompanied and supervised by qualified instructors approved by STATION MONT SAINTE ANNE at all times during paragliding practice.

I UNDERSTAND AND ACKNOWLEDGE THAT THE PRACTICE OF PARAGLIDING CAN BE DANGEROUS AND I AM AWARE OF AND ACKNOWLEDGE THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARAGLIDING OWING TO THE NATURE OF THE ACTIVITY ITSELF 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. I FURTHER DECLEARATE THAT I HAVE READ THE ATTACHMENT TO THIS FORM ENTITLED "INHERENT RISK", THAT I UNDERSTAND IT'S MEANING AND IMPLICATION AND THE AT AGREE TO BEAR THE RISK DESCRIBED IN IT.

I further declare that I am in good physical condition and am not under the influence of drugs or alcohol.

Lastly, on my own behalf and on behalf of my heirs, successors, legatees and liquidators, I relieve RESORTS OF THE CANADIAN ROCKIES INC. and STATION MONT SAINTE ANNE INC. and their respective directors, officers, employees, agents, representatives, successors and assigns of any responsibility if I should be involved in an accident, whatever the cause, while engaged in paragliding activities on the STATION MONT SAINTE ANNE site. Consequently, I understand that should I be the victim of such an accident in which I suffer any bodily injury or property damage, I will have no recourse against RESORTS OF THE CANADIAN ROCKIES INC., STATION MONT SAINTE ANNE INC. or their respective directors, officers, employees, agents, representatives, successors and assigns.

I declare that I have read and understood this registration and release form and the document attached to it entitled "Inherent Risks" in their entirety and have signed these documents freely and of my own accord.

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.

Signed this _____ day of _____ year _____

**THIS AGREEMENT MUST BE
COMPLETED IN FULL, INITIALED,
DATED, SIGNED AND WITNESSED
PRIOR TO PARAGLIDING**

Print name clearly:

Signature of Participant:

Signature of Parent/Guardian if participant is under 18 years
of age.

Witness (Must be Aerostyle or Mont-Sainte-Anne employee)

Inherent risks associated with paragliding activities

Among other things, and not limited to, the following are risks inherent to the practice of tandem paragliding flights:

- Any change in flight or weather conditions that can cause failures or incidents during flight, takeoff or landing ;
- Collision with another aircraft in the air or any other person on the ground;
- Collision with a tree or other obstacles during takeoff or landing;
- Any breakdown of equipment that might, or might not be, due to poor maintenance or manufacturing defect;
- The presence of hanging cables, ropes, pylon, poles and other structures on the site of Mont-Sainte-Anne, as well as risks of collisions with these elements;
- The presence of houses, buildings and other structures as well as risks of collisions with these elements;
- The presence, in motion, or not, of cars, vehicles and trucks on the roads and parking lots or anywhere on the Resort, as well as risks of collisions with these elements;
- The presence on the trails, takeoffs and landings of portable equipment for trail maintenance, emergency vehicles, as well as fixed mountain fan guns, as well as risks of collisions with these elements;
- The presence of natural obstacles as well as risks of collisions with these elements;
- Any natural condition, such as the presence of holes, cracks, and streams, the presence of rocks, soil, land covered or not with soil/ ice / snow, the presence of trees, revegetation, natural shrubs and strains as well as other natural obstacles making paths difficult to hike which anyhow carries risks;

I have read the inherent risks above, I understand and acknowledge that paragliding practice can be dangerous, and I freely accept and fully assume all such risks

Participant (print name clearly and signature)

Signed this ____ day of _____ year ____

Witness (must be Aerostyle or Mont-Sainte-Anne employee)

Every participant in a paragliding activity in Mont-Sainte-Anne, including audience, assumes the risks mentioned above, as well as the risks inherent to a natural mountain environment, and the resort's amenities

If you do not want to assume these risks, nor respect the safety guidelines, as well as the Mont-Sainte Anne policies, please do not register for this activity.



INFORMED CONSENT, ASSUMPTION OF RISK and RELEASE OF LIABILITY

Print name clearly: _____	Email : _____ @ _____
Adress _____	Date of birth _____ Weigth _____
Town _____ Prov. _____	
Zip code _____ Telephone _____	EMERGENCY CONTACT
	Name _____
	Telephone _____ Email _____

We will do everything in our control to make your introductory tandem paragliding flight a safe and enjoyable one. We have provided hundreds of introductory tandem paragliding flights without incident. However, these are the unavoidable facts of paragliding life:

1. Your pilot, the winch operator, and others involved in making your flight possible are human beings who are capable of making mistakes.
2. Your equipment is made by human beings and therefore is not perfect, and can malfunction.
3. Hang gliding is NOT perfectly safe. We cannot offer any guarantees. We do not guarantee that our equipment nor that anyone involved in making your flight possible will perform flawlessly. You may get hurt even if we and you do everything correctly.

We therefore require you to read and sign this "informed consent, assumption of risk, and release of liability" agreement before your flight:

THIS IS A CONTRACT BETWEEN ME AND 9310-9114 QUEBEC INC - AEROSTYLE.

I put my initials beside each paragraph to indicate that I have read, understood and accepted all of them.

9310-9114 QUEBEC INC - AEROSTYLE . also and below named **AEROSTYLE** is a company incorporated providing goods or services to persons participating in the sport of paragliding. In making this contract, **AEROSTYLE** Inc. is acting as agent for its pilots, instructors, employees, agents, ground crew, volunteers, equipment owners and operators, and any other person involved in the provision of paragliding goods or services, collectively referred to below as "**AEROSTYLE**".

SIGNING THIS IS PART OF THE PRICE I AM PAYING : Signing this document is part of the price I am paying for being allowed to engage in paragliding activities. I accept that but for entering into this agreement, I would not be permitted to engage in paragliding activities.

I WANT TO DO THIS, PLEASE LET ME FLY : It is my wish to take an introductory tandem paragliding flight. I will follow the instruction provided so as to minimize the danger the life or property of myself or others.

THERE IS NO INSURANCE COVERAGE and NO WARRANTY : My flying activities are not covered by any personal accident or general liability insurance covering **AEROSTYLE**. I accept that there is no warranty of fitness for any purpose on any of the equipment used in the instruction or flights. I accept the equipment used in my flying activities "as is".

THIS CAN BE DANGEROUS, and I ASSUME THE RISK : I know that the sport of paragliding exposes participants to many risks and hazards, some from the nature of the sport itself, and others from human error or negligence. I accept all risks of my participation in hang gliding activities, foreseeable or unforeseeable, known and unknown, however caused, even if caused in whole or in part by the action, inaction, or negligence of

AEROSTYLE. I accept that no amount of care, caution, instruction, or expertise can eliminate all of the risks. I accept that as a result of those risks, I may be injured, my property may be damaged or destroyed, and I may even die.

I RELEASE YOU FROM LIABILITY : I exempt, release, and indemnify **AEROSTYLE.** from any and all liability, claims, demands, or causes of action arising from any property damage or bodily injury of any kind, up to and including my death, as a result of my hang gliding activities. I agree that no damages, compensation, or other award will be payable to me or my estate by **AEROSTYLE** in respect of any loss, damage, injury, or death.

COVENANT NOT TO SUE : If I suffer loss of any sort, I agree not to sue or start any other type of legal action against **AEROSTYLE.** This covenant not to sue binds my estate, heirs, survivors, assigns, executors, administrators, and legal representatives. I agree that **AEROSTYLE** is entitled to an award of legal fees and costs incurred in any defense of a suit or action, including appeals, and that **AEROSTYLE** is entitled to full security for those legal fees and costs in advance. I assume full and sole financial responsibility for any damages I may suffer while participating in paragliding activities.

INDEMNITY AGAINST THIRD PARTY CLAIMS : I indemnify and hold harmless **AEROSTYLE** from any damages or losses caused to third parties resulting from my in paragliding activities.

KEEP THIS ON FILE : I agree that this document will remain in full force and effect so long as I continue to engage in hang gliding with **AEROSTYLE** or any related entity. This contract remains in force indefinitely unless revoked in writing.

I AM NOT UNDER A PHYSICAL, MENTAL, or LEGAL DISABILITY : My judgment is not impaired by alcohol, drugs, mental illness, fatigue, or otherwise. I am of sound mind. I am at least 18 years of age and otherwise legally competent.

THIS DOCUMENT IS EVIDENCE IN COURT : My signature on this document constitutes an irrevocable admission of the facts stated herein. This document is my own statement. I have made no statements to **AEROSTYLE** that conflict with this statement, and **AEROSTYLE** has said nothing conflicting with this statement to me.

JURISDICTION : This agreement is intended to be as broad and inclusive as permitted by the laws of the province in which it was signed, and that if any portion hereof is invalid, it is agreed that the balance shall continue to be of full legal force and effect. I specifically waive the protection of any law or legal principle that would limit the effect of this waiver. Any legal issue arising shall be dealt with in the local judicial district in which **AEROSTYLE** has its head office.

PARAGLIDING ACTIVITIES" INCLUDES : Launching, flying, or landing a paraglider as pilot, passenger, assistant, or spectator, or any other activity incidental to instruction or participation in the sport of paragliding.

I UNDERSTAND WHAT YOU ARE SAYING : I understand that my safety depends in part on my following the instructions given to me. I can speak and hear normally and understand the english language. I have had the unhurried opportunity to ask questions of **AEROSTYLE,** and have been given answers satisfactory to me. Nobody is rushing me or pressuring me to sign this document without independent legal advice or without sufficient time to reflect and consider the implications of entering into this contract. My initials have been placed beside every paragraph to indicate that I have read, understood, and accepted each one.

Participant (print name clearly and signature)

Signature of Parent/Guardian if participant is under 18 years of age.

Signed this ____ day of _____ year ____

Witness (must be Aerostyle or Mont-Sainte-Anne employee)