HOKKAIDO SKI CLUB®

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

DEFINITIONS

"Activity" means the program operated or organised by, or otherwise associated with, HSC in which the person signing this form as the "participant" participates or will participate. It includes but is not limited to all Snowsports Activities in relation to that program.

"H.S.C. Japan Godo Gaisha (trading as Hokkaido Ski Club)" will be hereinafter referred to as HSC.

"Released Persons" means HSC and all guides, instructors, directors, officers, employees, volunteers, representatives, agents and contractors of HSC.

"Snowsports Activities" includes, but is not limited to, skiing, snowboarding and telemark skiing within resort areas and beyond in the off-piste and backcountry areas. It shall also include all services and activities arranged by HSC, such as travel to and from all areas, and use of facilities including (but not limited to) roads, paths and ski lifts (whether or not directly operated by HSC).

ASSUMPTIONS OF RISKS

I hereby assume all of the risks of participating in the Activity, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the Released Persons, from dangerous or defective equipment, or property owned, maintained, or controlled by the Released Persons.

I acknowledge that Snowsports Activities involve dangers, hazards and risks within and outside of resort bounds, as well as higher risks and dangers found outside of resort bounds to those normally associated with Snowsports Activities within resort bounds. The unmarked, uncontrolled and non-patrolled alpine terrain outside of resort bounds poses dangers and risks that include, but are not limited to the following: variable and difficult snow conditions, depressions on or below the snow surface, ice and snow cornices, trees, tree wells and tree stumps, creeks, rocks, boulders, forest deadfall and severe weather conditions. There is additional risk of avalanches in the backcountry. I acknowledge and accept that the Released Persons may fail to predict whether an avalanche may occur, or whether the alpine terrain is safe for Snowsports Activities.

I certify that I am physically fit to a level suitable for the Activity, have sufficiently prepared or trained for participation in the Activity, and have not been advised to not participate in the Activity by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in the Activity.

RELEASE OF LIABILITY AND WAIVER OF CLAIMS

I acknowledge that this Accident Waiver and Release of Liability Form is granted in favour of the Released Persons, and is in consideration for the Released Persons agreeing to provide the Activity.
In participating in the Activity, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:
(a) I AGREE TO WAIVE any claims that I may have against the Released Persons in connection with the Activity;
(b) I AGREE TO RELEASE AND DISCHARGE the Released Persons from any and all liability in connection with the Activity, including but not limited to, liability arising from the negligence or fault of any Released Person, and for any loss, expense, property theft, property damage, accident, injury, disability, death or actions of any kind which may occur to me before, during or after my participation in the Activity.
(c) I AGREE TO INDEMNIFY AND HOLD HARMLESS the Released Persons in relation to any and all liabilities or claims (including threatened claims) against any Released Person (including all legal fees) made as a result of or otherwise in connection with my participation in the Activity.
I acknowledge that the Released Persons are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting snowsports activities on their behalf.

I hereby consent to receive, and agree that I will be responsible for all costs associated with, medical treatment and/or recovery (including evacuation) which may be advisable in the event of injury, accident, and/or illness during my participation in the Activity.

The Accident Waiver and Release of Liability Form shall be governed by English law, and be construed broadly to provide a release and waiver to the maximum extent permissible under law. If any term of this document is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

I CONFIRM THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

_____	___/___/20___	_____	_____
Participant's Signature	Date	Participant's Name (Please print legibly.)	Age
_____	___/___/20___		
Parent/Guardian Signature	Date		

(If under 18 years old, Parent or Guardian must also sign.