

UPLANDS **SKI/SNOWBOARD** REGISTRATION FORM

46 Uplands Ave, Thornhill, ON L4J 1K2 905-763-7373 info.uplands@golfnorth.ca www.golfnorth.ca/uplands

PRIVATE LESSONS

SKI: SNOWBOARD:

PARTICIPANT INFORMATION

Please print clearly.

ONE FORM PER PARTICIPANT

FIRST NAME: _____ LAST NAME: _____
DATE OF BIRTH: MM / DD / YYYY AGE: _____ HEIGHT: _____
ABILITY: NEVER EVER BEGINNER NOVICE INTERMEDIATE ADVANCED

CONTACT INFORMATION

Please print clearly.

FIRST NAME: _____ LAST NAME: _____
RELATIONSHIP TO PARTICIPANT: _____
PHONE (HOME): _____ PHONE (CELL): _____
ADDRESS: _____ CITY: _____ POSTAL CODE: _____
EMAIL: _____

PAYMENT INFORMATION

Please print clearly. Must fill out all sections of *Payment Information*.

METHOD: CASH DEBIT VISA MASTERCARD GIFT CARD CHEQUE (*Payable To GolfNorth Properties*)
NAME ON CREDIT CARD: _____
CREDIT CARD NUMBER: _____ EXPIRY DATE: MM / YY
AMOUNT TO BE CHARGED: \$ _____ CVV: _____
SIGNATURE: _____ PURCHASE DATE: MM / DD / YYYY

PROGRAM INFORMATION

Please read all options carefully

PROGRAM:	PRIVATE LESSONS: <input type="checkbox"/>	SEMI-PRIVATE LESSONS: <input type="checkbox"/>
DATE:	* ONLY FILL IF DOING SEMI-PRIVATE LESSON * * LEAVE BLANK IF DOING PRIVATE LESSON *	
	ALL PARTICIPANTS MUST FILL OUT INDIVIDUAL FORM	
	FIRST PARTICIPANT (\$100): <input type="checkbox"/>	ADDITIONAL PARTICIPANT (\$60): <input type="checkbox"/>
TIME:	FIRST AND LAST NAME OF ALL PARTICIPANTS IN SEMI-PRIVATE LESSON:	
	_____ _____ _____ _____	

RENTAL: YES NO

FOR STAFF USE ONLY

CHECKLIST:

PROFILE MADE:
BINDER:
SPREADSHEET:
CARD MADE:
PAID:

PROGRAM CODE:

DATE: _____ TIME: _____
LESSON FEES: _____
RENTAL FEES: _____
NET FEES: _____
TAXES (13%): _____
TOTAL FEES: _____

EMPLOYEE NAME: _____

OTHER NOTES:

TERMS & CONDITIONS

LIFTS

All participants must have either a valid program card or current lift ticket displayed at all times which can be verified by Uplands staff at any time. Lost program cards should be reported immediately to the office. Replacement cards will be issued only with proof of original purchase.

All forms and waivers must be signed prior to the first lesson by a parent or guardian over the age (18+).

CHILDREN UNDER THE AGE OF 7 MUST be accompanied by an adult (18+) or hired Apprentice for duration of the lesson. Adults must purchase the appropriate lift ticket to gain access to the hill, magic carpet, and chairlift. Parent passes and season passes are available for purchase and are recommended if your child is in a 3-week program. Some exceptions may apply- if the child is the appropriate height and weight to safely raise and lower the bar **UNASSISTED** on the chairlift. It is the Instructor's discretion to determine if a child is physically able to continue to use the chairlift unaccompanied after the lesson has been completed.

All program lift passes are valid for a three-hour period, and can be used either before or after the lesson. Without the appropriate lift pass or ticket, trespassers will be asked to leave the hill area.

It is strictly prohibited for parents, guardians, and guests to enter the fenced off areas. This being any area that is designated as hill area that requires a lift ticket. All guests regardless of age or ability, must have a valid lift ticket purchased for the date and time they are on the hill.

LESSONS

Lessons and programs **WILL RUN IN ALL WEATHER CONDITIONS**, unless a closure is announced within a 24- hour prior, to unforeseen circumstances, such as a power outage, resulting in facility shut-down. An announcement will be posted on our website www.golfnorth.ca/uplands

Under the rare circumstance that Uplands cancels a lesson, we will provide as much notice as possible. Registration forms will require a contact number, or email, to be used in these circumstances.

In the event of a closure or cancellation, lessons will be rescheduled. Please dress according to the weather conditions for outdoor activities.

Uplands Golf & Ski Club does not offer make-up classes for lessons missed for personal reasons. It is recommended that, if a lesson is missed, the student practices on their own or takes a private lesson (at their own cost) to ensure they do not fall behind their class level.

All program and rate categories are based on the age of the participant as of December 1st, 2023 proof of age may be required.

Uplands reserves the right to cancel any scheduled group of lessons due to insufficient registration. Participants already registered will be given the option of:

- A) Transfer to another class of acceptable date and time,
- B) A refund of fees paid.

Canceled lessons will be rescheduled within the season. Please check our website (GOLFNORTH.CA/UPLANDS) calendar for **ALL** cancellations and hours of operation.

Participants who have forgotten or lost their program cards must check in at the office prior to commencement of their class to obtain a temporary card or pass.

Program participants must arrive for their lesson at a minimum of 45 minutes before their scheduled class time. Late arrivals may be excluded from participating in the class.

Uplands programs consist of 3 weekly lessons and one bonus lift pass, that is to be used for either skiing or snowboarding.

The bonus lift ticket that is included with the 3-weekly lesson program, is valid from January 10th, to the end of the March 2024 winter season. Program cards must be presented at the office prior to entering the ski area. These are non-transferable, non-refundable, and have no cash value. This bonus lift ticket does not include a lesson, and is used only by the participant only.

EQUIPMENT RENTAL

All those wishing to rent equipment will be required to read, understand and sign a release. A parent's signature will be required if the individual is under 18 years of age.

Helmets are provided as part of the rental package; however, we **DO NOT** provide goggles or facial coverings.

Equipment must be returned to the rental office after each lesson. Equipment returned late may be subject to a late charge of \$25 per hour or part thereof.

All participants enrolled in an Uplands program must wear a recognized snow sport helmet.

REFUNDS

Refund requests must be received by Uplands a minimum of 14 days prior to the start of the program. A \$35 administration fee will be retained.

NO REFUNDS WILL BE PERMITTED AFTER A PROGRAM HAS BEGUN UNDER ANY CIRCUMSTANCES. Transfers into another class will be permitted where possible, providing the request is submitted in writing. A administration fee may apply. All 3-week programs, private lessons, or hired apprentices are **NON-REFUNDABLE PURCHASES**. Refunds will be returned using the same payment method.

Management reserves the right to make any changes to ALL resort operations, schedules, magic carpet chairlift schedules, terrain, runs, operating times, class times, prices, lessons, and programs.

Any violation of the Alpine Responsibility Code, established by the Ontario Ski Resort Association (OSRA) will result in immediate removal from the hill, and be asked to leave Uplands Golf and Ski Club. This includes the removal of your lift ticket, a verbal notice of the violations reported, and a record of the incident that will be kept on file. Cases may be evaluated with the Uplands GM. Any minors under the age of 18 who have committed a violation, will be asked to remain with a member of the management staff until a parent or guardian is present to address the violations. All decisions are final to the order of the Uplands GM, and for a time period deemed appropriate for the offense committed.

REFUNDS

All Programs are non-transferable and refunds are NOT available.

I, , am the parent of (participant) . I have read, understand and agree to have the participant abide by the terms and conditions listed above and acknowledge receipt of a copy of this form

I have read, understand and agree to abide by the terms and conditions listed above and acknowledge receipt of a copy of this form.

PRINT NAME: SIGNATURE: DATE: MM / DD / YYYY

MM / DD / YYYY

CUSTOMER'S FIRST & LAST NAME

DATE

X

CUSTOMER'S SIGNATURE

UPLANDS GOLF & SKI CLUB

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter referred to as the "Release Agreement")

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF THE OCCUPIERS' LIABILITY ACT OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

PLEASE READ CAREFULLY!

This Release Agreement shall apply to all subsequent pass & card renewals.

INITIAL

TO: UPLANDS GOLF & SKI CLUB and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, sponsors, successors and assigns (hereinafter referred to as the "Releasees").

Name	Last	First	Initial
Address	Street	City	Prov/State
	Postal Code	Telephone	Email

SECTION 1: ACKNOWLEDGEMENT OF RISKS – PLEASE READ CAREFULLY!

I am aware that skiing, snowboarding and participating in snow school lessons, clinics and sessions (collectively referred to as the "Activity") involve many risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; exposed rock, earth, ice, and other natural objects; trees, tree wells, tree stumps and forest deadfall; the condition of snow or ice on or beneath the surface; negligent first aid; failure to act safely or within one's own ability or to stay within designated areas; negligence of other persons; and **RISKS RESULTING FROM THE NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY DUTY OF CARE ON THE PART OF THE RELEASEES. I UNDERSTAND THAT NEGLIGENCE INCLUDES FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM, OR WARN ME OF, THE RISKS, DANGERS AND HAZARDS.** I also understand that other risks include variations in the terrain which may create blind spots or areas of reduced visibility; variations in the surface or sub-surface, including changes due to man-made or artificial snow; variable and difficult conditions; cliffs; crevasses; snowcat roads, road-banks or cut-banks; collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; encounters with domestic and wild animals including dogs and bears; exposure to **INFECTIOUS DISEASE CONTRACTED THROUGH VIRUSES, BACTERIA, PARASITES, AND FUNGI WHICH MAY BE TRANSMITTED THROUGH DIRECT OR INDIRECT CONTACT;** collision with other persons; loss of balance or control; slips, trips and falls; and accidents during participation in the Activity. I am also aware that the risks, dangers and hazards referred to above exist throughout and beyond the ski area and that many hazards are unmarked.

SECTION 2: ASSUMPTION OF RISKS – PLEASE READ CAREFULLY!

I FREELY ACCEPT AND FULLY ASSUME ALL THE RISKS, HAZARDS, AND DANGERS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (AS SET OUT IN SECTION 1) WHILE ENGAGED IN OR AS A RESULT OF MY VOLUNTARY PARTICIPATION IN THE ACTIVITY

INITIAL

SECTION 3: RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT. THESE CONDITIONS WILL AFFECT YOUR LEGAL RIGHTS – PLEASE READ CAREFULLY!

IN CONSIDERATION OF the Releasees accepting my application for a Season Pass and permitting my use of the lifts, ski runs, trails, terrain parks, race courses, restaurants, day lodge, parking, access roads and other ski area facilities (hereinafter "the premises"), I hereby agree as follows:

1. **I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE,** that arise or result from in whole or in part, participating in the Activity and, without limitation, claims arising out of or resulting from THE NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY DUTY OF CARE OWED BY THE RELEASEES UNDER THE **OCCUPIERS' LIABILITY ACT;**
2. **WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE** against the Releasees;
3. **RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE, AND INJURY AND DEATH, INCLUDING ANY CLAIM FOR CONTRIBUTION AND INDEMNITY, that I may suffer from my participation in the Activity DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT AND ANY DUTY OF CARE OWED TO ME BY THE RELEASEES UNDER THE OCCUPIERS' LIABILITY ACT.** I UNDERSTAND THAT NEGLIGENCE INCLUDES THE FAILURE ON PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM OR WARN ME OF THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE; and
4. **INDEMNIFY AND HOLD HARMLESS** the Releasees from any and all liability, including claims for contribution and indemnity, for any damage to property of or personal injury to, any third party, resulting from my, or my family member or next of kin, use of the Releasees' property or participation in the Activity.

INITIAL

5. **AGREEMENT BINDING** - This Release 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;
6. **JURISDICTION** - This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of Ontario and no other jurisdiction. Any litigation involving the parties to this Release Agreement shall be brought solely within Ontario, and shall be within the exclusive jurisdiction of the Courts of Ontario; and
7. **SEVERABILITY** - If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct.

In entering into this Release Agreement, I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of skiing or snowboarding other than what is set forth in this Agreement.

The Season Pass issued to the Passholder is the property of Uplands Golf & Ski Club, is not transferable, not for resale and is revocable for misconduct or breach of the Alpine Responsibility Code.

I HAVE READ AND UNDERSTAND THIS RELEASE AGREEMENT 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 _____, 20____

Signature of Witness
Please print name clearly

Signature of Passholder
Please print name clearly
Signature of Parent or Guardian if applicant is under 18 years

EQUIPMENT RENTAL RELEASE OF LIABILITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN RIGHTS INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY BEFORE SIGNING

ASSUMPTION OF RISKS

I understand how this equipment works and have received proper instruction and satisfactory answers to any questions. If at any time this equipment does not seem to be working properly, I will stop using it immediately and return it for inspection and possible repair or adjustment. If this equipment is to be used by someone other than me, I certify that I am acting for the ultimate user and that I will provide this form and all other warnings and information to the ultimate user. I understand and agree that skiing, snowboarding, and related activities are **HAZARDOUS** and that injuries are common and ordinary occurrences during these activities. **I AGREE TO ASSUME ALL RISKS OF INJURY OR DEATH** which may result from these activities.

(Please Initial _____)

If Alpine ski equipment or skiboards are being used, I understand that the ski-boot-binding system will release the boot from the ski when certain forces on system reach preset values, but that it will **NOT RELEASE OR RETAIN** at all times where release or retention may prevent injury, and that it **CANNOT** prevent all injuries or guarantee the user's safety. I understand and agree that unwanted release or retention of bindings is an inherent risk of using any ski-boot-binding system. I further agree and understand that any ski-boot-binding system does **NOT ELIMINATE THE RISK** of injuries to the user's knees or to any other part of this user's body.

If a Rental helmet is being used, I understand that helmets are intended to help reduce the risk of serious head injury, however cannot completely eliminate or prevent this risk. I understand that helmets do not prevent traumatic head injury or injury to the wearer's face, neck or spinal cord.

ASSUMPTION OF RISKS

I am aware that skiing, snowboarding, use involves risks, dangers and hazards and that injuries are a common and ordinary occurrence of the sport. I understand that the ski boot/binding system will not release at all times or under all circumstances, whose release may prevent injury or death, that it is not possible to predict every situation in which the system will release and that the system is no guarantee that the user will not be injured. I freely accept and fully assume all risks, dangers and hazards associated with the use of the Equipment.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental of the Equipment I hereby agree as follows:

- 1) TO RELEASE **Uplands Golf & Ski Club** and the manufacturer and distributor of the Rental Equipment and their directors, officers, employees, agents and representatives (all of whom are hereinafter collectively referred to as "the Releasees") FROM ANY AND ALL LIABILITY AND TO WAIVE ALL CLAIMS AGAINST THE RELEASEES for any loss, damage, injury, death or expense that I may suffer, or that my next of kin may suffer resulting from the use of the Equipment DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, BREACH OF WARRANTY, BREACH OF STATUTORY DUTY OF CARE AND/OR BREACH OF THE OCCUPIERS LIABILITY ACT ON THE PART OF THE RELEASEES, in respect of the design, manufacture, selection, installation, maintenance or adjustment of the Equipment or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as the use of the Equipment: and:
- 2) TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, damage, injury or expense to any third party, resulting from use of the Equipment.
- 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 within the Province of Ontario and shall be within the exclusive jurisdiction of the Courts of the Province of Ontario.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNS MAY HAVE AGAINST THE RELEASEES.

Signature of User

Date

Parent, or Guardian, signature if the User is Under 18

Date