

**DISCLAIMER, WAIVER OF CLAIMS, ASSUMPTION OF RISKS
AND INDEMNITY AGREEMENT**

PLEASE READ CAREFULLY

The masculine gender is used without any discrimination and for the sole purpose of lightening the text.

ANY TYPE OF PASSES (TICKETS AND SEASON PASSES) ARE PERSONAL, NON-ASSIGNABLE, NON-TRANSFERABLE AND NON-REFUNDABLE.

HISSÉO – AERIAL HEBERTISM ACTIVITY**➤ Definition**

The term "Activity" includes any activity, event or service provided, prepared, organized, conducted, sponsored or authorized by **Ski Bromont.com, S.E.C.** It also includes, but is not limited to, participation in aerial ropes courses, free-fall jumps, climbing walls, zip lines. Any travel on or around the facilities of **Ski Bromont.com, S.E.C.** or any other activities, events or services related in any way to **Ski Bromont.com, S.E.C.** are also included in this definition.

➤ Recognition of security features

The client acknowledges that it is required to wear the provided and approved safety items such as **safety harnesses and helmets** or other safety equipment when participating in the activities. The client is aware that there are employees available to answer any questions he may have regarding the proper use of the equipment. The client is also aware that the physical effort required to participate in the activities and the forces generated on the body may activate or aggravate pre-existing physical injuries, conditions or congenital defects.

The client recognizes that the level of participation is at all times completely within the capacity of the individual and that he is **the best and only judge of his degree of ability to participate in the activities**. He is aware of the risks to which he is personally exposed, voluntarily and with full knowledge of the facts.

➤ Use of the pass

The client must present and validate their pass at the Water Park ticket booth to obtain a wristband that gives them access to the activities. The payer agrees to inform all family members of the terms and conditions of this document and their obligations.

➤ Mandatory orientation session

The client acknowledges that he has read and understands the various rules and regulations of the activity posted on the **Ski Bromont.com, S.E.C.** website or on the sign at the reception desk and attests that he will participate in the mandatory orientation session on safety practices and will devote his full attention to learning and applying the safety requirements and rules while participating in the activities.

➤ Rules for the use of aerial hebertism modules

The customer agrees to abide by all of the following rules, failing which he may be expelled from the games without notice or refund.

- Due to engineering and equipment limitations, the maximum weight is 250 pounds in the air courses.
- A helmet and harness will be provided to the client for the activity. They must wear them at all times and use them properly as indicated by the guide during the start-up training.
- The client will have to respect the basic mandatory clothing.
- The client agrees to attach the two lanyards to the lifeline provided for this purpose at one of the two entrances to the game. The client must use the attachment system at all times to ensure his own safety and that of others.
- In games, lanyards must be attached to the lifeline and not to the ropes.
- It is strongly recommended to follow the various levels of progression to ensure to start with the easier games and work your way up in difficulty.
- A maximum of three (3) people are allowed per platform and only one person at a time per game.

➤ Thunderstorms and bad weather

In the event of a thunderstorm, all activities are closed for a minimum of thirty (30) minutes after the last thunderclap. In the event of unfavorable weather conditions making the conditions dangerous for the lodge activity, the mountain could close its activities, in part or in whole, for an indefinite period of time, without prior notice.

Ski Bromont.com, S.E.C. reserves the right to change its schedule and to close, in whole or in part, without notice, its facilities, activities, or site, depending on weather, traffic, or any other reason.

➤ Risk recognition and acceptance

Anyone purchasing a **Ski Bromont.com, S.E.C.** pass acknowledges that the activity of aerial luge has inherent dangers, regardless of skill level. The customer releases and holds harmless **Ski Bromont.com, S.E.C.**, its owners, shareholders, directors, agents and employees, from any and all liability of any kind, direct or indirect, for

any **DAMAGE TO PROPERTY OR PERSON, INJURY(S) AND/OR DEATH** caused to the customer or to any person or property for any reason whatsoever. He personally assumes full responsibility for all such damage and/or injury and/or death and agrees to indemnify **SkiBromont.com, S.E.C.** and all of the above-mentioned persons from any and all claims that may be made against any of them.

➤ **Responsibility / Security**

Ski Bromont.com, S.E.C. puts in place all the means to allow the holders to make a safe visit. Any individual or group of individuals not respecting one of the instructions relating to the measures put in place by the station will have to leave the facilities at the request of the personnel.

As a holder, I certify that I have read the measures to be respected on **Ski Bromont.com, S.E.C.**'s website before visiting the resort.

The holder assumes full responsibility for any damage of any nature resulting from non-compliance with the **regulations and safety instructions** in force and releases and exonerates **Ski Bromont.com, S.E.C.** for any damage related to such failures.

➤ **Offence**

A passholder **caught committing an offence** on **Ski Bromont.com, S.E.C.** property may have his or her pass suspended or terminated without notice or refund (for example: a passholder caught committing theft or vandalizing the property). **Ski Bromont.com, S.E.C.** also reserves the right to impose a fine. All passes issued remain the property of **Ski Bromont.com, S.E.C.** and must be returned to the resort upon request.

➤ **Integrity**

The [Terms and Conditions for All Products and Services](#) of **Ski Bromont.com, S.E.C.** form an integral part of this agreement.

----- **ENGAGEMENT**

This agreement by its rights, roles and duties between the parties is governed by the laws of the Province of Quebec which are applicable in that province, without regard to other jurisdictions. Any disputes involving the parties to this agreement shall be brought solely within the exclusive jurisdiction of the courts of the Province of Quebec, District of Bedford.

The signatory agrees to respect and ensure that all members of his family, customers of our various products and services, respect the rules and safety instructions in effect at **Ski Bromont.com, S.E.C.** If applicable, he agrees to inform all members of his family or group of the conditions of this document and the obligations incumbent on the holder of a pass or customer of the various products and services.

By signing here, I accept the conditions and risks mentioned in this contract for having read and understood it.

I sign here below for the following members of my family:

Name :	_____	Birth Day :	_____ (JJ / MM / AAAA)
Name :	_____	Birth Day :	_____ (JJ / MM / AAAA)
Name :	_____	Birth Day :	_____ (JJ / MM / AAAA)
Name :	_____	Birth Day :	_____ (JJ / MM / AAAA)
Name :	_____	Birth Day :	_____ (JJ / MM / AAAA)
Name :	_____	Birth Day :	_____ (JJ / MM / AAAA)

I have read and voluntarily accept all the conditions, including the disclaimer.

The signatory must be 14 years old or older if signing for himself, and/or 18 years old if signing for family members.

Signature :	_____	Date :	_____ (JJ / MM / AAAA)
Name of the client :	_____	Birth Day :	_____ (JJ / MM / AAAA)

Email : _____

I consent to receive electronic communications from **Ski Bromont.com, S.E.C.** such as, but not limited to, newsletters, promotions and exclusive offers.