



AMERICAN PUBLIC WORKS ASSOCIATION HIGH RISK ACTIVITY AGREEMENT, WAIVER, AND RELEASE

This HIGH RISK ACTIVITY AGREEMENT, WAIVER, AND RELEASE OF LIABILITY (“**Release**”) is executed as of this date by Name of Participant in favor of the American Public Works Association, a not-for-profit organization (“**APWA**”), and its chapters, directors, officers, employees, agents, affiliates, sponsors, advertisers, vendors, partners, predecessors, successors and assigns, event coordinators, volunteers and other participants, and all other persons acting on its behalf or in relation to the activities described herein, including, if applicable, all owners, operators or lessors of the venue or premises used to conduct the activities (collectively, the “**Released Parties**”). I desire to volunteer or otherwise engage and participate in activities and events planned, organized, or sponsored by APWA, *including but not limited to the Mont Tremblant Ski Day February 27, 2026* (“**Activities**”). As a condition to being allowed to volunteer or otherwise engage and participate in the Activities, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. Assumption of Risk. I acknowledge and agree that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen risks. I KNOWINGLY APPRECIATE, UNDERSTAND, AND ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF APWA OR OTHERS, AND HEREBY ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION IN THE ACTIVITIES AND ANY DAMAGES THAT MAY ARISE FROM MY PARTICIPATION IN THE ACTIVITIES.
2. Release and Waiver. I hereby release and discharge from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from my participation in the Activities. I further release APWA and the Released Parties from any duty of care which is or may be owed to me as a result of my participation in Activities. I agree not to make or bring any claim or demand against APWA and the Released Parties related to my participation in the Activities, and release and discharge APWA and the Released Parties from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES APWA AND THE RELEASED PARTIES FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THEM WITH RESPECT TO ANY PERSONAL OR BODILY INJURY, ILLNESS, COMMUNICABLE DISEASE, DEATH, DISABILITY, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE APWA AND THE RELEASED PARTIES OR OTHERWISE.

3. Compliance with Rules. I acknowledge and willingly agree to comply with any stated or customary rules, terms and conditions, or other requirements of the venue, event coordinator, or APWA for participation in the Activities, including without limitation those set forth in the *Alpine skiers’ code of conduct*. I agree to comply with such materials and will follow the venue, event coordinator, or APWA instructions in carrying out the Activities. Furthermore, if I observe any unusual significant hazard during my participation in Activities, I will remove myself and notify the nearest official or other person in charge immediately.

4. Medical Treatment and Insurance. I hereby give consent and authority to the APWA and the Released Parties to obtain medical treatment on my behalf if I am injured or require medical attention during my participation in the Activities. I understand and agree that I am solely responsible for all costs related to such medical treatment. I hereby release, discharge, and hold harmless the APWA and the Released Parties from any claim whatsoever in connection with such treatment or other medical services. I further acknowledge and agree that the APWA and the Released Parties do not assume any responsibility to provide financial assistance, including but not limited to medical, health, or disability insurance of any kind in the event of my injury, illness, death, or property damage. I EXPRESSLY WAIVE ANY CLAIM FOR COMPENSATION OR LIABILITY ON THE PART OF APWA AND THE RELEASED PARTIES IN THE EVENT OF ANY INJURY OR MEDICAL EXPENSE.
5. Indemnification. I hereby agree to indemnify, defend, and hold harmless APWA and the Released Parties from any and all liability, losses, damages, judgments, or expenses, including attorneys' fees, that they may incur as a result of my negligence, recklessness, or willful misconduct in connection with my participation in the Activities, arising out of any third-party claim. THIS RELEASE IS BINDING ON AND INURES TO THE BENEFIT OF MYSELF, APWA, AND THE RELEASED PARTIES, AND OUR RESPECTIVE HEIRS, EXECUTORS, PERSONAL REPRESENTATIVES, SUCCESSORS, AND PERMITTED ASSIGNS.
6. Photographic Release. I understand and agree that during the Activities, I may be photographed and/or videotaped by APWA for internal and/or promotional use. I hereby grant and convey to APWA all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to APWA's use of my name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.
7. General. I hereby agree that this Release represents the full understanding between APWA and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions.
8. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the Provinces of Ontario & Quebec, Canada, without reference to any choice of law doctrine.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THIS RELEASE AND THAT I HAVE WAIVED SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO ASSERT A CLAIM OF NEGLIGENCE AGAINST APWA AND THE RELEASED PARTIES RELATING TO MY PARTICIPATION IN ACTIVITIES.

Print Name of Participant:

Signature of Participant:

Date: _____

[If the volunteer is under 18 years of age, a parent or legal guardian must also sign.]

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent in all respects to the terms of this Release. I authorize the Organization to obtain medical treatment for such minor and release it from liability in accordance with Section 4 of this Release.

Signature of Parent or Legal Guardian:

Name of Parent or Legal Guardian (please print):

Address:

Date: _____]

[EMERGENCY CONTACT INFORMATION

In case of an emergency, contact:

Name:

Relationship:

Address:

Telephone Number:

Email:
