

SMUGGLERS' NOTCH SKI AND SNOWBOARD CLUB

LIABILITY AND MEDICAL RELEASE

THIS IS A RELEASE OF LIABILITY.
PLEASE READ CAREFULLY BEFORE SIGNING OR ENGAGING IN THIS ACITVITY.

The undersigned participant hereby represents that he/she is at least 18 years of age or in the event that he/she is not, the undersigned hereby represents that he/she is a parent or legal guardian of said participant. (Participant and undersigned hereafter referred to collectively as "Competitor".)

Initial here

Further, the undersigned warrants and represents that the competitor is in good health, and that there are no special problems associated with the competitor, and the undersigned has left no special instructions regarding the competitor that have not been listed on the registration form.

I/we understand and accept the fact that alpine skiing, nordic skiing, and snowboarding in their various forms, are inherently HAZARDOUS sports that have many dangers and risks. It is further understood that training or racing and skiing competitively is more inherently HAZARDOUS than recreational skiing. I/we realize that injuries are a common and ordinary occurrence of this sport. I/we agree as a condition of being allowed to use the ski area facility and premises, that I/we freely accept and voluntarily ASSUME ALL RISKS OF PERSONAL INJURY OR DEATH or property damage which results in any way from negligence, conditions on or about the premises and facilities, the operation of the ski area including, but not limited to, grooming, snow making, ski lift operations, actions or omissions of employees or agents of the area, or competitor's participation in skiing, training, any competitive event or any continuance thereof, or in the course of travel to or from any such event, or in the course of travel to or from any medical facility or other activities at the area.

Initial here

I/we agree with the premise that competitor is a competitor at all times, whether practicing for competition or in competition. I/we agree that competitor is always provided an opportunity to conduct a reasonable visual inspection of the training or race course. I/we agree and understand that the competitor will be held to assume the risk of all course conditions including but not limited to weather and snow conditions, course construction or layout and obstacles.

Initial here

WARNING

Under Vermont law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and ski racing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: hanging weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural objects; man-made objects; or other skiers; variations in terrain; and the failure of skiers to ski within their own abilities.

I/we freely accept the full responsibility for any and all damages or injury of any kind which may result and agree to indemnify and hold Smugglers' Notch Ski and Snowboard Club, Smugglers' Notch Resort, United States Ski Association, sponsors and all their officers, agents and employees, acting officially or otherwise, harmless for any claim, demand, actions or causes of action arising out of or on account of any injury or damage to said competitor or competitor's property arising from the negligence or breach of warranty, express or implied, of the above entities and persons affiliated with said entities.

Initial here

I have carefully read and understand Page 1.

Initial here

This is a medical release. Please read carefully before signing and engaging in activity.

The competitor authorizes Smugglers' Notch Ski and Snowboard Club, Smugglers' Notch Ski Resort, and/or the United States Ski Association, authorized personnel to call for medical care for the competitor or to transport the competitor to a medical facility or hospital if in the opinion of such personnel, medical attention is needed for the competitor. The undersigned agrees that upon the transporting of the competitor to any such medical facility or hospital, Smugglers' Notch Ski and Snowboard Club, Smugglers' Notch Ski Resort, and/or the United States Ski Association or the sponsors shall not have any further responsibility for the competitor. Consent is expressly given, in the event of injury, for any emergency medical aid, anesthesia and/or operation, if in the opinion of the attending physician such treatment is necessary. Further, the competitor agrees to pay all costs associated with such medical care and related transportation for the competitor and shall indemnify and hold harmless Smugglers' Notch Ski and Snowboard Club, Smugglers' Notch Ski Resort, and/or the United States Ski Association, sponsors their subsidiaries, and their affiliates, their respective officers, directors, agents, servants and employees of and from any costs incurred therein, as provided in the preceding paragraph.

Insurance. I/we currently have, and agree to maintain throughout the time that I/we participate, valid and sufficient medical and accident insurance. I/we understand that this is my/our sole responsibility and release all persons and entities from providing this coverage for me/us.

Initial here

By signing below, I/we agree and accept all rules, policies and conditions for membership and participation in programs and rules and conditions governing the Smugglers' Notch Ski and Snowboard Club, Smugglers' Notch Resort, and/or the United States Ski Association and all other ski areas.

This Release shall be binding upon the assignees, subrogors, distributees, heirs, next of kin, executors and administrators of the undersigned and may be pled by the Smugglers' Notch Ski and Snowboard Club, Smugglers' Notch Resort, and/or the United States Ski Association, and sponsors, as a complete bar and defense against any claim, demand, action or cause of action by or on behalf of the undersigned.

Further, full permission is hereby given to use any photographs or movies of said competitor taken during any competitive event or training exercise for any purpose in promoting events of Smugglers' Notch Ski and Snowboard Club.

I/WE HAVE CAREFULLY READ AND UNDERSTAND THE TERMS OF THIS RELEASE AGREEMENT CONTAINED ON PAGES 1 AND 2. I/WE ARE SIGNING IT FREELY AND REALIZE THAT IT IS BINDING UPON MYSELF, MY HEIRS AND ASSIGNS AND IN THE EVENT I AM SIGNING IT ON BEHALF OF ANY MINORS, THAT I HAVE FULL AUTHORITY TO DO SO, REALIZING ITS BINDING EFFECT ON THEM AS WELL AS MYSELF.

Competitor Name (please print)

Competitor Signature/Age

Date

Competitor Name (please print)

Competitor Signature/Age

Date

Parent or Guardian Name, in
the event competitor is less
than 18 years old (please print)

Parent or Guardian Signature

Date