



WINTER ACTIVITIES PARTICIPANT RELEASE

In consideration of Snow Valley, L.L.C, its owners, officers, employees, agents and subcontractors, hereinafter "Snow Valley" allowing "Participant" (**PRINT NAME**) _____ to participate in winter activities, including but not limited to Snow Valley's snow sliding in its various forms, special event activities, etc, it is agreed on behalf of Participant and for his/her heirs, assigns and representatives (hereinafter collectively "Participant") that:

ASSUMPTION OF RISK Participant is aware that participation in winter activities generally and particularly **THE SPORT OF SNOW SLIDING IN ITS VARIOUS FORMS** (including the use of Alpine, Snowboard, Telemark, or Cross-Country equipment; specialized adaptive snow sliding equipment; or other snow sliding equipment; the use of Freestyle Parks, Terrain Features; any intentional or unintentional jumping at any location; and the use of chairlifts or surface tows) **INVOLVE RISKS OF PROPERTY DAMAGE, INJURY OR DEATH** that no amount of care, caution, instruction or expertise can eliminate. Such dangers include but are not limited to; variations in terrain and surface conditions, falls, loss of control, and collisions with other snow sliders or with natural and man-made objects. Such risks and dangers are recognized and accepted whether they are marked or unmarked. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS, INCLUDING THE RISK OF NEGLIGENCE OF SNOW VALLEY.**

In addition to the above risks, Participant understands and accepts that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, sleet, hail and ice, such that **WALKING OR OTHER DAILY ACTIVITIES** may become **DANGEROUS. PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS, INCLUDING THE RISK OF NEGLIGENCE OF SNOW VALLEY.**

RELEASE FROM LIABILITY AND COVENANT NOT TO SUE In consideration for being permitted to participate in winter activities at Snow Valley, **PARTICIPANT AGREES TO FOREVER DISCHARGE AND RELEASE FROM LEGAL LIABILITY AND TO NOT SUE SNOW VALLEY** for any injuries or property damage caused by or resulting from any access to Snow Valley's premises or participation in any winter activities, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF SNOW VALLEY'S ALLEGED NEGLIGENCE.**

INDEMNITY AGREEMENT Participant agrees for himself/herself and his/her heirs, assigns and representatives to **INDEMNIFY AND HOLD HARMLESS SNOW VALLEY** from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated by Participant or by any other person or organization on Participant's behalf, including demands for damages, judgments, costs, loss of services and expenses, and any and all medical bills arising from the activities contemplated by this agreement, including but not limited to all attorney fees incurred by **SNOW VALLEY.**

PARTICIPANT IS AWARE THAT THIS CONTRACT IS LEGALLY BINDING and that he/she is releasing legal rights for himself/herself and his/her heirs by signing it. **PARTICIPANT FURTHER EXPRESSLY AGREES** that for foregoing agreement is intended to be as broad and inclusive as is permitted by law and that is any portion or paragraph is held invalid, the balance shall continue in full legal force and effect. **On behalf of myself and on behalf of the Participant herein (if a minor) I agree to be bound by all terms and conditions as set forth above.**

SIGNATURE OF PARTICIPANT **AGE** **DATE**

SIGNATURE OF PARENT/GUARDIAN/RESPONSIBLE PARTY **AGE** **DATE**

Print Name of Responsible Party:		
Street Address or PO Box:		
City/State:	Zip:	Ph: