

QUOGGY JO SKI CENTER

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISKS AND LIABILITY RELEASE

In consideration for being allowed to participate as part of the Learn to Ski Program, I, _____ the "PARTICIPANT" or "The UNDERSIGNED", (THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT'S parent or legal guardian when the PARTICIPANT is under the age of 18.) understand, agree to and accept the following terms and conditions of participation in the Event:

WARNING: All forms of Alpine and other related mountain activities are hazardous-your safety is directly affected by your judgment. Ride/Ski/Hike/Run only within your ability. You are choosing to participate in the Event voluntarily. Be alert to the many risks of the sport including, but not limited to changing weather, visibility and surface conditions, man-made and natural objects, steep terrain, snow vehicles, design, and condition of natural and man-made features.

In consideration of allowing the Participant to participate in the EVENT, THE UNDERSIGNED hereby agrees to **ASSUME ALL RISKS** associated with the PARTICIPANT's participation in the EVENT. Additionally, THE UNDERSIGNED agree to fully **HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY, QUOGGY JO SKI CENTER.**, its affiliated organizations and companies, and their insurance carriers, parent, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY" or, collectively, "RELEASEES") for **ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT's participation in the EVENT, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY.** The UNDERSIGNED understands and agrees that Quoggy Jo Ski Center is providing access to its terrain for the Event in exchange for their acceptance and acknowledgement of full liability and responsibility for an injury, death or damage caused by or to Participant or arising out of your use of Quoggy Jo Ski Center's terrain or property.

THE UNDERSIGNED further agree and understand that risks associated with the EVENT, in addition to those previously listed, include, but are not limited to: equipment malfunction, surface conditions, marked and unmarked obstacles; rugged mountainous terrain; slick or uneven riding, walking or skiing surfaces, surfaces covered with ice and snow; strenuous activity; high elevation; falling; avalanches; cornices; suffocation; sharing facilities and EVENT venues with people directly involved and/or not directly involved in the EVENT. PARTICIPANT understands and acknowledges he/she has been informed and understands all rules and regulations of participating in the EVENT. PARTICIPANT is responsible for reading, understanding and complying with all signage, including, instructions on the use of the lifts. If riding surface lifts, PARTICIPANT recognizes that he/she must have the physical dexterity and knowledge sufficient to safely load, ride and unload the lifts and to participate in the Event. PARTICIPANT may use surface lift without an adult present. Participant assumes the risks of riding the surface lift and engaging in activities accessible from the lifts. PARTICIPANT understands that snowmobiles, snowmaking, snow-grooming and/or EVENT preparation equipment may be encountered at any time. PARTICIPANT recognizes that falls and collisions occur and injuries are common and ordinary occurrence of the EVENT.

If participating in a competition I understand that I may take the opportunity to inspect the venue prior to participation.

In consideration for allowing the PARTICIPANT to participate in the EVENT and for using the ski area facilities, THE UNDERSIGNED agrees that **ANY AND ALL CLAIMS** for injury and/or death arising from the PARTICIPANT'S participation in the EVENT SHALL BE **GOVERNED BY Maine LAW** and **EXCLUSIVE JURISDICITON** of any claim shall be in the **DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF MAINE.** Recognized the risk and dangers, the UNDERSIGNED understands the nature of the activity and voluntarily chooses to participate in and expressly assumes all risks and dangers of the activity, whether or not described above, known or unknown, inherent or otherwise.

In the case of a minor PARTICIPANT, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, **by signing this release as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have.** The undersigned parent or legal guardian agrees that but for the foregoing, the minor would not be permitted to participate in the Event. The guardian authorizes medical care for the PARTICIPATE and/or transport of the PARTICIPANT to a medical facility at the parent/legal guardian's expense. No provision in this Release shall create a duty to provide medical care or transportation to any PARTICIPANT. The furnishing of medial care is neither an admission nor an assumption of liability by the Released Parties.

By signing this release without a parent or guardian's signature, the PARTICIPIANT represents that he/she is at least 18 years of age, or, if signing as the parent or guardian of the PARTICIPANT, you represent that you are the **legal** parent or guardian of the minor PARTICIPANT.

In consideration of the Participant's participation in the Activity, the UNDERSIGNED hereby authorizes and gives full consent to Releasees to copyright or publish all photographs and video in which I appear while enrolled as a participant in the Event. The UNDERSIGNED further agrees that this/these photograph (s) and /or video (s) may be used for any and all exhibitions, public displays, publication, commercials, art and advertising purposes, without limitation or reservations.

THE UNDERSIGNED agrees and understands that this release is applicable to each and every day PARTICIPANT participates in the Event.

Signature _____ Date _____ M/F _____

Age _____

Printed Name of Participant _____

If Participant is a minor: As a parent/guardian of the minor participant, I have the authority to sign this agreement and hereby indemnify the RELEASEES for awards, legal expenses, including reasonable attorney's fee and settlements arising out of any claims form the competitor's participation in the Event.

Parent/Guardian Signature _____ Date _____

Print Name _____

Emergency Contact name and number _____