

## **Living Memorial Park Snow Sports Acknowledgment, Assumption of Risk and Release**

In consideration of my participation in any and all programs and activities including lessons of the LIVING MEMORIAL PARK SNOW SPORTS (LMPSS) including but not limited to alpine skiing, snow boarding, cross-country skiing, and ski jumping.

I acknowledge and agree that the activities of the LMPSS are action sports carrying significant risk of serious personal injury, death, or property damage. I also know that there are natural, mechanical, and environmental conditions and risks which, independently or in combination with my activities, may cause property damage or severe or fatal physical or mental injuries to me or others. The Risks and conditions include but are not limited to irregular or hazardous surface conditions, equipment failure, poor weather conditions, being struck by objects, or being struck by others.

I agree that I am alone responsible for my safety while participating in these programs and activities and in providing, using, and maintaining equipment necessary for my safe participation in these sports.

Being fully aware of these risks, conditions and hazards of participation in these programs and activities, I waive, release, and discharge any and all claims against the LMPSS and its officers, officials, agents, members, instructors, and employees, for liability or damages for death, personal injury, or property damage I may have or which may hereafter accrue to me as a result of my participation in any of these activities. This release is intended to include the entities and persons identified above as well as the sponsors of the LMPSS program or activity, any professional association affiliated with the program or activity, such as the United States Ski Association, and any promoting agencies through or by which the program or activity will be held, and to protect them from liability for any and all damages which may be sustained by myself directly or indirectly in connection with or arising out of my participation in LMPSS programs or activities, or association with the LMPSS or travel to or return from a LMPSS facility.

Should I observe any significant hazards during my presence or participation in these programs and activities, I will remove myself from the activity and notify the nearest official immediately.

I agree to hold harmless and indemnify Mount Snow Ltd. and Peak Resorts Inc its officers, officials, agents, members, instructors, and employees; the LMPSS and its officers, officials, agents, members, instructors, and employees, and its sponsors, professional association affiliates, and promoting agencies' from any and all liability for death, personal injury, or property damage resulting in any way from mine or my minor child's participation in these programs and activities.

I agree that I will accept and abide by the rules and regulations imposed by the LMPSS for participation in programs and/or activities provided or sponsored by the LMPSS.

This acknowledgment, assumption of risk and release shall be binding upon my heirs, executors, administrators, legal representatives, successors and assigns (collectively "successors"). I agree for myself and my successors, that the above representations are contractually binding and are not mere recitals, and that should I or my successors assert my claim in contravention to this agreement, I or my successors' will be liable for the expenses(including legal fees) incurred by the other party or parties in defending themselves unless the other party or parties are finally adjudged liable on such claim for willful and wanton negligence. This agreement may not be modified orally.

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name Parent/Guardian

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone

FOR PARTICIPANTS OF MINORITY AGE (Under 18 At Time Of Registration)

By signing this Acknowledgment, Assumption of Risk and Release as a Parent/Guardian I am consenting to my minor child's participation in LMPSS activities and acknowledge that I understand that any and all risk is expressly assumed by me and that all claims are expressly waived in advance.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date