

WAIVER

AGREEMENT FOR WAIVER AND RELEASE

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU NEED TO READ ALL OF IT CAREFULLY. NO ADMITTANCE TO ACTIVITIES OF THE PATS PEAK EDUCATIONAL FOUNDATION ALSO KNOWN AS PATS PEAK SKI CLUB WILL BE GRANTED WITHOUT PROPER REVIEW, COMPLETION AND EXECUTION OF THIS DOCUMENT. ANY REFERENCES TO THE “UNDERSIGNED” MEANS YOU.

PARTICIPANT NAME: _____ (Print)

PARENT’S OR GUARDIAN’S NAME (if participant is under 18 years of age):
_____ (Print)

I, the above PARTICIPANT, and if the Participant is younger than age 18, the PARENT or legal guardian of the above PARTICIPANT agrees as follows:

I acknowledge and understand that alpine ski racing and preparation for participation in racing, including training as well as coaching, officiating and volunteering related activities (“Activities”) are hazardous and dangerous activities that involve strenuous exercise and have risks, dangers and hazards and that various degrees of skill and experience are necessary for the different snow surfaces and venues. I understand that these Activities can result in serious bodily injury and damage to property and on my own behalf and on behalf of the Participant, we knowingly and voluntarily assume any and all risks of loss, damage or injury while participating on the Ski Team of the Pats Peak Educational Foundation also known as PPSC (the “Club”). Freedom from risk and injury and loss while participating in the Activities is not a reasonable expectation.

I am aware of the risks, hazards, and dangers of personal injury, death and disability in any Activity or event involving ski racing. I am aware that the usual risks, hazards and dangers of personal injury, death and disability associated with skiing increase when undertaking ski racing and training, or coaching, officiating or volunteering in a ski race Activity. I also understand that these risks, hazards and dangers will be further increased because other persons will be using the racing facilities at the same time and may have a greater or lesser degree of experience or skill than I do/the Participant does, or no experience or skill at all. In addition to the usual dangers inherent in the Activities, there will be the added or increased danger and risk of uncontrollable skiers falling, jumping, landing, performing tricks, colliding with other skiers or staff, media personnel and spectators. I am also aware that there is an inherent risk in simply being at Pats Peak Ski Area or any other ski area and/or observing, photographing or videotaping the Activities. On my own behalf and on behalf of the Participant, we knowingly and voluntarily assume any and all of the foregoing risks of loss, damage and injury.

In partial consideration for admission to the Club, membership privileges and use of the Club’s equipment and facilities, I, on my own behalf and on behalf of the Participant, hereby agree to release and forever discharge Pats Peak Educational Foundation, its members, servants, employees, officers, directors, trustees and all other persons or entities acting on their behalf (the “Covered Parties”) from any and all claims, actions, damages, liability, costs or expenses and attorneys’ fees which are related to, arise out of, or are in any way connected to my participation or the Participant’s participation in the Activities, use of equipment or property supplied by or for the Club, or my presence or the Participant’s presence at Activities, whether or not such claims, actions, damages, liability, costs or expenses are caused by the negligence or omission of any of the Covered Parties. I understand that the Covered Parties are not responsible for any personal property that is lost, stolen or damaged. By signing this Agreement, it is my intention to, and I do hereby, on my own behalf and on behalf of the Participant surrender and waive any rights to sue or exercise any legal right to seek damages from any of the Covered Parties from their failure to use reasonable care in any way.

I acknowledge that my presence or the Participant’s presence and any participation in activities at the Club are strictly voluntary in spite of the unavoidable risks and dangers of such presence and/or participation, and no one is forcing me or the Participant to be present or to participate in any Activities. The undersigned hereby represent that no special relationship exists between me/the Participant and any of the Covered Parties, and that the undersigned are not under any physical, economic or other compulsion to sign this Agreement. I agree not to take any unreasonable risks while participating in the Activities including, but not limited to, causing myself, other participants in the Activities, or spectators at the Activities or other persons present at the Activities any unreasonable risk or harm. I additionally agree that it is suggested and in some instances required that I/the Participant use full protective gear when performing the Activities.

I agree to comply and that the Participant will comply with all of the stated and customary terms and conditions for participation in the Activities. If the undersigned observe any unusual significant hazard during his or her presence or participation in the Activities, the undersigned will remove himself or herself from participation and bring such hazard to the attention of the nearest employee, official or representative of the Club immediately.

I agree on my own behalf and on behalf of the Participant, to indemnify, hold harmless and defend the Club and any other Covered Party from any and all claims, actions, damages, liability, costs or expenses and attorney's fees of any spectator, other participant or third party in connection with or arising out of my presence and/or involvement or participation of any activity at the Club. I give consent and permission to the Club or an adult coach of the Club to obtain on behalf of myself or my minor child any emergency medical attention and treatment at my sole expense. I recognize that it may be required to transport my minor child to the nearest medical treatment facility based upon their age even though their condition may not warrant it. By signing this document, the undersigned fully recognize that if the Participant or another participant is hurt or property is damaged while the Participant is engaged in the Activities, then the undersigned will have no right to make a claim or to file a lawsuit against the Covered Parties, even if they or any of them negligently caused the bodily injury or property damage.

THE INTENT OF THE COVERED PARTIES IS THAT THIS AGREEMENT WILL ALLOW THE COVERED PARTIES TO AVOID LIABILITY FOR ANY FAILURE ON THEIR PART TO USE REASONABLE CARE IN ANY WAY.

I agree, on my own behalf and on behalf of the Participant, that this Agreement shall apply to my/the Participant's ski racing participation in any and all of the Activities including, but not limited to, open skiing, ski race training, practice sessions, instructional sessions, competitions, day camps, overnight camps and activities directed by any representative of Pats Peak Educational Foundation or Pats Peak Ski Club. I agree to allow Pats Peak Ski Club to post participant photos on club website or in other printed material.

This Agreement shall continue in full force and effect and shall apply to all my/the Participant's future Activities with the Club. This Agreement shall be effective and binding upon my/the Participant's heirs, agents, personal representatives, and assigns and shall be construed under the laws of the State of New Hampshire.

I HEREBY CERTIFY THAT I AM OVER 18 YEARS OF AGE OR I AM HAVING MY LEGAL GUARDIAN SIGN THIS DOCUMENT ALSO. I HAVE CAREFULLY READ THE FOREGOING AND ACKNOWLEDGE THAT I UNDERSTAND AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS. PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY AND ALL QUESTIONS ABOUT THE PATS PEAK EDUCATIONAL FOUNDATION, THE STAFF AND/OR THIS AGREEMENT. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I, ON MY OWN BEHALF AND ON BEHALF OF THE PARTICIPANT, ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN SUBSTANTIAL RIGHTS THAT I, MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS OR THE PARTICIPANT MAY HAVE OR POSSESS AGAINST PATS PEAK EDUCATIONAL FOUNDATION, PATS PEAK SKI CLUB OR ANY OTHER COVERED PARTY.

Participant's Name: _____ Participant's Birthday: _____

Participant's or Parent's Driver's License Number: _____ State: _____

Address: _____ City: _____ State: _____ Zip: _____

Email Address: _____ Home Phone Number: (____) _____

Parent Name or Emergency Contact: _____ Emergency Phone #: (____) _____ Cell-Pager-Office-Home-Other

Family Health Insurance Company: _____

Please Note Any Information that Pats Peak Educational Foundation should be aware of (use back if necessary):

Participant's signature _____ Date: _____

(If the Participant is below age 18):

The undersigned hereby acknowledges that he or she is the legal guardian of the Participant whose name appears herein, that the undersigned has read the foregoing Agreement, and that by signing this Agreement on behalf of the Participant named below and himself or herself, the Participant named below and the undersigned agree to be bound by all of its terms.

Name of the Participant (Please Print)

Parent's/Guardian's Signature (also print name)