

SUGARLOAF 16/17 SEASON
SUGARLOAF SKI AND SNOWBOARD SCHOOL CLINICS
RELEASE OF LIABILITY
PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT

WARNING: All forms of Alpine activities are hazardous, requiring the deliberate control and good judgment of the participant. Falls and injuries are a common occurrence of all alpine activities, including these clinics. The participant will be continually challenged in the clinics by performing difficult maneuvers on formidable terrain. These challenges, plus changing weather, visibility and surface and sub-surface conditions, such as ice and bare spots, trees, lift towers, fences, signs, posts, lift mazes, hydrants and pipes, snow grooming equipment, snowmobiles, rails, jumps, other elements and other man-made objects, variations in terrain, freestyle terrain, slope design and collisions with other skiers/riders, are inherent to all Alpine activities. Your children may encounter all open available terrain at the resort. Your children may not always be riding the chairlift with a Ski and Snowboard School Staff member.

Liability and Medical Release

In consideration of my child being allowed to participate in the SUGARLOAF alpine or snowboard program, on behalf of myself and my child I agree to release SUGARLOAF MOUNTAIN CORPORATION, its owners, affiliates, employees, agents, directors, officers and volunteers (the Releasees) from liability for damage, injury or death to my child, myself or to any person sustained as a result of participation in said program, whatever the cause, including but not limited to the fault or alleged negligence of any of the Releasees, or any risk of the sport, known or unknown, accepting full legal responsibility on behalf of myself and my child for any such loss, damage, injury or death. I agree on behalf of myself and my child not to sue the Releasees and to hold harmless and indemnify the Releasees from any damage, award, legal expenses, including reasonable attorney's fees or settlement arising out of my child's participation in said program. I further agree that any claim made by me or my child against the Releasees shall be submitted to the jurisdiction of the state or federal courts in the State of Maine, shall be governed by Maine law and that if any part of this agreement is determined to be unenforceable all other parts shall be given full force and effect to the extent permitted by Maine law.

This contract may also be pled as an affirmative defense to any claim that I might make as a result of any damage, injury, and/or death that I or my child may sustain as a result of participation in these clinics and caused by the inherent risks of alpine sports activities. I further agree that this contract is binding upon myself, my heirs and assigns.

To the extent that I am signing this document on behalf of any minor, I represent and guarantee that I have full authority to do so, realizing the full binding effect of this contract on them, as well as on myself. I further agree to indemnify and hold harmless SUGARLOAF MOUNTAIN CORPORATION for any claims, brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was in these clinics, and for all awards, legal fees and expenses and settlements, including attorney's fees, that result from such claim.

I acknowledge that I have read, agree with, and understand the terms of this document and that I am signing it freely and that the terms of this contract state that I expressly assume all risk of damages, injury, and/or death resulting in any way from any inherent risks of the sport in which I or my child may participate at SUGARLOAF. I also agree to abide by the terms of any rules of conduct for sports participants posted at SUGARLOAF or contained in its seasonal trail guides and brochures, including but not limited to Your Responsibility Code and Smart Style.

- If my child's equipment malfunctions, I authorize SUGARLOAF staff to select and sign for rentals from our shop.
- In the event of a medical emergency or injury, I authorize SUGARLOAF staff to call a doctor and/or transport my child to a medical facility. (SUGARLOAF staff will attempt to contact you in case of emergency.)
- I authorize SUGARLOAF staff to apply sunscreen lotion to my child.
- I authorize SUGARLOAF staff to supervise transport of my child by van and public bus to other locations within the SUGARLOAF Resort.
- I authorize photos of my child to be used by SUGARLOAF and Carrabassett Valley Academy for promotional material.

If any portion of this agreement is deemed unenforceable, the remainder shall be given full force and effect. This agreement is in addition to, and not in lieu of, any liability waiver or release granted pursuant to a lift ticket, seasons pass and/or equipment rental agreement.

CHILD'S Name **PLEASE PRINT**

Parent/Guardian Name **PLEASE PRINT**

Today's Date

Parent/Guardian Signature

EMERGENCY PHONE NUMBER(S): _____