

**EXPRESS ASSUMPTION OF RISK, RELEASE AND INDEMNIFICATION
AGREEMENT RELATING TO THE PARTICIPATION IN SNOWPLAY
ACTIVITIES AT SNOW VALLEY**

PLEASE READ CAREFULLY

****CHILDREN 5 & UNDER MUST BE ACCOMPANIED BY AN ADULT****

In consideration for the right to participate in the snowplay activities offered on the premises through **Snow Valley, L.L.C.**, its owners, officers, agents, employees, and all other persons or entities officially connected with the aforementioned (collectively "Snow Valley"), I, on behalf of myself and/or as the parent or legal guardian of the minor child participating in any snowplay activity, and our/their heirs, agree as follows:

EXPRESS ASSUMPTION OF RISK: I understand and am aware that snowplay activities allowed on the premises, including but not limited to snow sledding and snow tubing (collectively "Activities") are **HAZARDOUS ACTIVITIES** involving **INHERENT AND OTHER RISKS** of injury, death or property damage. These risks include, but are not limited to (1) varying weather and surface conditions; (2) the risk of a collision with a natural or man-made object; (3) the risk of a collision with a co-participant, or other person, in the area; and (4) equipment failure and/or malfunction. (5) The use of ski lifts. In recognition of the above risks associated with the Activities, I (and/or any minor children for which I am responsible) voluntarily and expressly agree to **ACCEPT AND ASSUME ALL RISKS OF INJURY OR DEATH**, or property damage, that might be associated with or result from these activities.

RELEASE OF LIABILITY: To the fullest extent allowed by law, I agree to **RELEASE FROM LIABILITY** and to **INDEMNIFY AND HOLD HARMLESS** Snow Valley (and each and every landowner, municipal and/or governmental entity upon whose property Activities are undertaken) or any personal injury, death or property damage resulting from participation the Activities, whether caused by **NEGLIGENCE** or by any other reason

AGREEMENT TO ABIDE BY ALL RULES AND INSTRUCTIONS: As a condition for the right to participate in the Activities, I agree to abide by all rules and instructions (whether written or verbal) associated with the Activities. These include, but are not limited to: (1) always checking the snow conditions at the base of the slide prior to proceeding since these conditions may affect your ability to slow/stop; (2) always facing downhill while on a snow sled; (3) never linking snow sleds together (as this may diminish control, increase speed or otherwise make it difficult or impossible to stop); (4) using snow sleds only in the designated area; (5) using only designated areas to walk; (6) always paying attention to your surroundings, including the actions of your co-participants.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury occurring while participating in the Activities. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by law, and if any portion is held invalid, the balance shall continue in full legal force and effect. I agree that no oral representations, statements or inducements apart from this Agreement have been made.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ, UNDERSTOOD AND ACCEPTED EACH OF THE ABOVE PROVISIONS AND HAVE VOLUNTARILY SIGNED THIS AGREEMENT.

Participant's Name (please print) Age Signature Date

Home Address: _____ Phone () _____

If participant is under 18, the Parent or Legal Guardian **must** also sign:

Name of Parent of Legal Guardian Signature Date
(please print)