

New England Disabled Sports – MAPVI Group 1/15/12

ACKNOWLEDGMENT OF RISKS & HAZARDS LIABILITY RELEASE & COVENANT NOT TO SUE

Participant (Please Print): _____

Age:- _____

Sex _____

Address: _____

State/Zip _____

WARNING: All forms of alpine skiing and snowboarding, alpine activities and the use of aerial and surface lifts are hazardous. Falls and injuries are a common occurrence therefore requiring the deliberate and conscious control of your physical body through proper use of alpine equipment in relation to ever-changing variables and dangers. Safety is directly affected by your judgment in the severe elements of rough, high mountain forest terrain. Ski or ride only within your own ability. Be alert to continually changing weather, visibility and surface conditions and other inherent risks including but not limited to: existing and changing snow conditions, such as ice, hard-pack, powder, packed powder, slush, granular, corn, crust, cut-up and machine-made snow; surface or subsurface conditions, dirt grass, bare spots, forest growth, rocks, stumps, trees and other natural objects and collisions with or falls resulting from such natural objects, lift towers and components thereof, lights, signs, posts, fences, mazes or enclosures; hydrants, water or air pipes (all the foregoing whether above or below the snow surface), snowmaking and snow-grooming equipment; marked or lighted trail maintenance vehicles and snowmobiles; other manmade structures or objects and their components, and collisions with or falls resulting from such man-made objects; variations in steepness or terrain, whether natural or as a result of slope design; snowmaking or snow-grooming operations, including but not limited to ski jumps, roads and catwalks or other man-made or natural terrain modifications and features; the presence of and collisions with other skiers/riders; and the failure of others to ski/ride safely, in control or within their own ability. As a condition of being permitted to use the ski area facilities and premises, I hereby promise not to bring a claim against or sue Releases, (as described below). I freely and voluntarily accept all risks of injury, death or property damage and agree for myself and my heirs to RELEASE, HOLD HARMLESS and INDEMNIFY Loon Mountain Recreation Corporation and New England Disabled Sports, their parent companies, owners, affiliates, employees and agents, hereafter RELEAsEEs, from any and all liability for personal injury including death, and property damage resulting from RELEAsEEs negligence or otherwise, including but not limited to: personal injury caused by RELEAsEEs operation of the ski area or the conditions of premises such as those listed in ,the warning paragraph above, or from my participation in recreational activities at the ski area. I am fully aware that all forms of recreational activities are hazardous, filled with risks and that falls, collisions and injuries are a common occurrence in these activities. I accept for myself the full responsibility for any and all such damage or injury of any kind that may result from my actions, my participation in the foregoing activities or my presence on RELEAsEEs premises. I agree that any claim that I may at any time bring for any reason against RELEASEES shall be submitted to the jurisdiction of the state or federal courts in the State of New Hampshire and no other jurisdiction and shall be governed by New Hampshire law.I further agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect. I consent to the use by New England Disabled Sports and Loon Mountain Recreation Corporation of any pictures (video and print) for commercial purposes, or otherwise, of my child in connection with the activities of New England Disabled Sports or Loon Mountain Recreation Corporation. I understand that permission to use LMRC's trail system and premises is being given to me in exchange for the execution of this Liability Release and covenant Not to Sue. I have read the above paragraphs and fully understand them. I understand that this is a RELEASE OF LIABILITY , which will legally prevent me or any other person from filing suit, or making any other claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement.

Signature (Participant): _____

Date: _____

Participant Under 18 Years of Age: As parent/guardian signing this agreement for the above names minor, I acknowledge that I am authorized to sign this agreement of the minor. I acknowledge and agree that I have read the above release, and that by signing this Release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the Releasees for any claim or suit arising out of said minor's participation in New England Disabled Sports or said minor's presence on LMRCs premise.

Signature (Parent/Guardian): _____

Date: _____

PLEASE BE SURE TO SIGN BOTH SIDES OF FORM. THANK YOU

DS/USA & NEW ENGLAND DISABLED SPORTS

INSURANCE WAIVER & RELEASE OF LIABILITY FORM and MEDIA RELEASE FORM

Please note: there are two places on this sheet that require a signature

DS/USA INSURANCE WAIVER & RELEASE OF LIABILITY FORM

In consideration of being allowed to participate in any way in **DISABLED SPORTS USA's AND NEW ENGLAND DISABLED SPORTS** programs, related events, and activities, I and/or the minor participant, for myself, and on behalf of my heirs, assigns, personal representatives and next of kin, the undersigned:

1. Agree that prior to participating, I will inspect, or if a parent and/or legal guardian I will instruct the minor participant to inspect, the facilities and equipment to be used, and if I believe, to the best of my ability, that anything is unsafe, I and/or the minor participant will immediately advise **NEW ENGLAND DISABLED SPORTS & DISABLED SPORTS USA** of such condition(s) and refuse to participate.
2. Acknowledge and fully understand that I and/or the minor participant, will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result only from my own actions, inactions or negligence of others, the rules of play, or the condition of the premises or any equipment used. Further, that there may be other risks not known to me or not reasonably foreseeable at this time.
3. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death.
4. Release, waive, discharge and covenant not to sue **DISABLED SPORTS USA OR NEW ENGLAND DISABLED SPORTS**, its affiliated clubs, their representative administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, their heirs, and if applicable, owners and leasers of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasee or otherwise.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

X _____
Participant's Name (PLEASE PRINT CLEARLY) Signature Date

FOR PARTICIPANTS UNDER THE AGE OF 18

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

X _____
Parent's Signature & Emergency Phone Name & Date (PLEASE PRINT CLEARLY)

MEDIA RELEASE FORM

Name _____ Age _____ Male _____ Female _____
(PLEASE PRINT CLEARLY)

MEDIA/PHOTO WAIVER: I hereby authorize and give my full consent to **Disabled Sports USA and New England Disabled Sports** to copyright and/or publish any and all photographs, videotapes and/or film in which I appear while attending this DS/USA and New England Disabled Sports event. I further agree that DS/USA and New England Disabled Sports may transfer, use or cause to be used, these photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, and television programs without limitations or reservations.

X _____
Signature of Participant/Guardian Date