

RELEASE AND INDEMNIFICATION AGREEMENT AND REGISTRATION

In consideration of being permitted to use the facilities operated by Hunter Mountain Ski Bowl, Inc. in connection with Tatro Ski Club Ski Races, I expressly acknowledge and agree as follows:

1. I have read and understand the "Duties of Skiers", "Duties of Passengers" and "Duties of Skiers With Respect to inherent risks" under the New York State safety in skiing code (Article 18 of the New York General Obligations Law) and the "Skier Responsibility Law of the Town of Hunter.", copies of which are available at the Skier Services Desk , and agree to observe them.
2. I am physically fit and capable of meeting my responsibilities as a skier / snowboarder. I agree not to utilize the facilities of Hunter Mountain Ski Bowl while under the influence of drugs and/or alcohol.
3. I agree to seek out, read, review and abide by any and all notices which may be posted by Hunter Mountain Ski Bowl which may pertain to my responsibilities as a skier and to abide by any directions of the Ski Patrol, Ski School or Management.
4. I recognize and explicitly acknowledge that skiing is a hazardous sport. I agree to accept all legal responsibility for any personal injury, death, or property damage which results from the use of the facilities at the Hunter Mountain Ski Bowl, or participation in the Hunter Mountain Tatro Ski Club Ski Races including but not limited to personal injury, death or property damage which results from skiing.
5. I have read, reviewed and I understand the *Warning To Skiers* which is posted at ticket sales locations.
6. I have obtained such education in the sport of skiing as is appropriate to my level of ability and have familiarized myself with the skills and duties necessary to reduce the risk of injury in skiing.
7. I hereby agree not to sue Hunter Mountain Ski Bowl Inc. and any individuals, corporations or entities which did or do own, operate, maintain, construct , design or control any real or personal property, machinery, equipment or fixture which did or does constitute a portion of or which is or ever was used in connection with the ski resort known as Hunter Mountain Ski Bowl and all sponsors of the Hunter Tatro Ski Club Ski Races; as well as any such entity's officers, directors, agents, employees, volunteers, or consultants (hereinafter individually and collectively in all combinations "Releases" or "Indemnified Parties") for any personal injury, death or property damage that may occur as a result of my participation in Hunter Mountain Tatro Ski Club Ski Races and /or my use of the facilities of the Hunter Mountain Ski Bowl.
8. Therefore, by participating in the event, and by executing this agreement, it is my express intention to waive any and all claims which I have, or might have, or which my spouse may have acting on my behalf or which he or she may have in his or her own right, to bring any form of civil suit, whether for compensatory and/or punitive damages arising out of the event, and any incidents related thereto which may cause me injury, whether permanent, temporary or terminal.
9. I further agree for myself, my successors, heirs, assigns, executors and administrators to indemnify and hold the Indemnified Parties harmless from all claims and suits for personal injuries, death or property damage arising out of my participation in the Hunter Mountain Tatro Ski Club Ski Races and/or my use of the facilities at the Hunter Mountain Ski Bowl. Thus, I will pay to each Indemnified Party against whom such a claim is asserted all costs and legal fees expended to defend such claims as well as any sum of money paid to claimant by the Indemnified Parties as a result of judgment or settlement. I recognize and understand this indemnification provision is distinct from and independent of the release provisions. Accordingly, this indemnification provision will apply whether or not for any reason the release provisions are held invalid or inapplicable in whole or in part to any claim asserted.
10. I further agree that any photographs, pictures, slides, videotapes, movies or documents or any reproduction of the same containing my name or likeness taken or made in connection with Hunter Mountain Tatro Ski Club Ski Races; may in any manner be used by Releases, or by any person, corporation, partnership, or association authorized by Releases.
11. Because it is my intention to waive and relinquish any claims which I might otherwise have against Releases in the event I should sustain an injury, whether minor or most severe, disabling and/or terminal, I have given careful consideration to the adequacy of my medical insurance, disability insurance, life insurance and my personal financial resources, any or all of which would be available to provide for medical expenses, disability, and short-term and long-term financial security for myself and/or any other persons who may be dependent upon me for support. By signing below and participating in this event I am signifying that I am properly insured and/or financially equipped to provide for any contingency which may arise as a result of my participation in this event.
12. Although at the time this Release has been reviewed and signed I have not inspected the ski slope and facilities where this event is to take place, I also acknowledge that it is my responsibility alone to thoroughly familiarize myself with the slope, course, area and equipment, and that it is my sole responsibility to either not participate in the event, or to discontinue participation in the event if there is anything unsafe or which creates any additional risk over and above that which is inherent in skiing.
13. I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND INDEMNIFICATION AGREEMENT AND SIGN IT VOLUNTARILY.

Name _____ Signature _____ Date _____

Parent Signature (If under 18 years of age) _____ Date _____

Age _____ Male/Female _____ Team Name _____

Hometown _____

Bib# _____