

**WV Adaptive Sports Program**  
**ACKNOWLEDGMENT OF RISKS & HAZARDS**  
**LIABILITY RELEASE & AGREEMENT NOT TO SUE**

Participant: (Please Print) \_\_\_\_\_ Age: \_\_\_\_\_ Sex: \_\_\_\_\_

Address: \_\_\_\_\_ City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**WARNING:** All forms of alpine skiing and snowboarding, other 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, both on the ground and in the air, 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, hardpack, 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 snowgrooming equipment; marked or lighted trail maintenance vehicles and snowmobiles; other man-made 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 snowgrooming operations, including but not limited to terrain features or elements, 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 **RELEASEES**, (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** WVSR, LLC and the WV Adaptive Sports Program, their parent, subsidiary, affiliated and successor companies, real and personal property owners and their respective officers, directors, employees, licensees, agents and contractors, as well as, the equipment manufacturers and distributors and all the program and event sponsors (hereinafter "Releasees") from **ALL LIABILITY FOR NEGLIGENCE**, and 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 the premises such as those listed in the warning paragraph above, or from my participation in recreational activities at the ski area at all time and under all circumstances. 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 TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEYS FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.**

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 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 **RELEASEES** of any images (video and print) for commercial purposes, or otherwise, of myself or my child in connection with these activities, without restriction as to frequency, duration or medium.

I understand that permission to participate in this program and/or enter upon or use **RELEASEES** equipment, facilities, trail system and premises is being given to me in exchange for the execution of this Liability Release and Agreement 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. I intend this document to be interpreted as broadly as permissible by New Hampshire law and understand that it is not intended to assert any claims or defenses prohibited by law.

Signature (Participant): \_\_\_\_\_ Date: \_\_\_\_\_

*Participant Under 18 Years of Age:* As parent/guardian signing this agreement for the above named minor, I acknowledge and agree that I have read the above document, and that by signing this document 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 the activity or said minor's presence on **RELEASEES'** premises.

Signature (Parent/Guardian): \_\_\_\_\_ Date: \_\_\_\_\_