

SUNDAY RIVER SKI RESORT
ACKNOWLEDGMENT AND ACCEPTANCE OF RISKS AND LIABILITY RELEASE

WARNING: All forms of Alpine competitions and/or activities are hazardous - your safety is directly affected by your judgment. Always Ride/Ski in control. Be alert to the many risks of the sport including, but not limited to changing weather and surface conditions, falls resulting from man-made and natural objects, design and condition of natural and man-made snowshapes, severe terrain changes, hard or uneven landings and collisions with other participants, spectators, snow vehicles, and natural and man-made objects, and freestyle terrain.

I acknowledge and agree that the phrase "risk" means those risks which are listed in this agreement, and in signs and notices throughout the ski area or those that can reasonably be inferred there from.

1. In consideration of being allowed to participate in the _____ (Event) I **hereby agree to Release, Hold Harmless and Indemnify, Sunday River Skiway Corporation, Boyne USA**, its owners, affiliates, subsidiaries, employees and agents and all of their officers and directors (the Releasees) from any and all responsibility or liability for injury or property damage resulting directly or indirectly from any alleged negligence of the Releasees and the inherent risks of the Event and the sport of snowboarding/skiing including preparation for the Event, accepting for myself any and all such damage or injury which may result.

2. I understand that participation in this Event is/are hazardous and that only I know whether or not I have the physical and mental ability to safely participate in the Event. **I acknowledge that I have been advised to inspect the Event venue prior to practicing or participating and that if I am unsure about my ability to participate I can decline without penalty; otherwise I will have made a voluntary choice to participate despite the risks.** I accept for myself any risks associated with the Event and **PROMISE NOT TO SUE the Releasees** for any and all losses and injury to person or property arising from this Event or the inherent risks explained above.

3. This Agreement is intended to comply with the laws of the State of Maine and only to the extent allowed by law. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

4. I agree that all disputes arising under this contract or my use of any facilities at Sunday River shall be litigated in the State or Federal courts in the State of Maine and governed by its laws and procedures.

5. 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, and I further agree to indemnify and hold harmless the Releasees for any claims of negligence brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was practicing for or participating in the Event.

6. I also agree, that in the event that anyone makes any claim against the Releasees as a result of any of my activities on their premises or the use of their facilities, that I will indemnify and hold harmless the Releasees from such claims including court cost and attorney fees.

7. For good and adequate consideration, which I acknowledge I have received, I hereby grant, release and quitclaim to the Releasees the right and authority to use, sell, reproduce, and distribute, quoted material, biographical information, my photographs, likeness, recorded voice or videotaped filmed appearances for promotional purposes or programs as the Releasees in their sole discretion shall deem appropriate.

Participant Name (Printed) _____ Signature _____ Date _____

Address _____

As a parent/guardian of the minor participant, I have the authority to execute this agreement for him/her and I hereby consent and agree to be bound by its conditions and I shall indemnify and Hold Harmless the Releasees for all awards, legal fees and expenses and settlements, including attorney's fees for injuries to the participant arising out of Releasees negligence.

Parent/Guardian Name (Printed) _____

Parent/Guardian Signature _____ Date _____