



Blue Ridge Adaptive Snow Sports (BRASS) Instructor/Volunteer Waiver & Release of Liability Agreement

NOTICE OF RISK

I, the undersigned do hereby understand and agree that the sport of skiing/snowboarding contains inherent risks that could lead to serious injury, property loss or death. These risks include, but are not limited to variations in snow conditions, steepness of terrain, ice and icy conditions, moguls, rocks, trees and other forms of forest growth or debris (above or below the skiing surface), bare spots, lift and snowmaking towers, utility lines, snowmaking equipment and component parts, and other forms of man-made or natural obstacles on or off the designated trails, as well as collisions with equipment, on snow vehicles, obstacles or other skiers/snowboarders and the use of man-made terrain features or designated terrain parks. I also understand and agree that trail conditions vary constantly due to weather conditions and skier/snowboarder use. I further understand and agree that adaptive ski and snowboard instruction as well as other duties performed for Blue Ridge Adaptive Snow Sports Inc. at the ski area contains additional risks other than those listed above. These risks include but are not limited to collisions with guests or students, being struck by equipment, carrying equipment while skiing or using the lift and slip and fall related incidents, while working on snow and ice covered slopes.

ASSUMPTION OF RISK

Understanding the risks, I agree to voluntarily and expressly assume for myself or my minor child the risks involved.

RELEASE OF LIABILITY

In consideration of the use of the facilities, I HEREBY AGREE NOT TO SUE AND TO RELEASE LIBERTY MOUNTAIN RESORT, AND VAIL CORPORATION, IT'S OWNERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, RELATED TO ANY PAST, PRESENT OR FUTURE INJURY, OR ANY OTHER LOSS RELATED TO MY OR MY CHILD'S PARTICIPATION OR USE OF THE FACILITY, REGARDLESS OF ANY NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR IMPROPER CONDUCT ON THE PART OF THE SKI AREA OR ITS EMPLOYEES OR AGENTS. I FURTHER AGREE TO HOLD HARMLESS INDEMNIFY AND DEFEND THE SAME FROM ANY CLAIM, WHICH RESULTS FROM MY, OR MY CHILDS USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF THE SKI AREA.

I understand and agree that while I am teaching, I am an agent of Blue Ridge Adaptive Snow Sports Inc., and further understand that I am not covered under the Workers; Compensation Insurance of the Resort and that I am fully responsible for any injury that I might incur.

I understand and agree that this agreement is binding upon myself, my heirs, executors and administrators, acknowledging a complete understanding of the terms, conditions and the totality of its effect.

I agree that all disputes arising under this contract shall be litigated exclusively in the Court of Common Pleas of Adams County, PA or in the United States District Court for the Middle District of Pennsylvania.

This agreement is governed by the applicable laws of this state. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST. BY SIGNING BELOW, I HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AND FULLY COMPETENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF.

Instructor/Volunteer Information

First Name

Last Name

Phone

Email

Date of Birth

Participant's Signature (if 18 or over)

Parent or Guardian's Name (if under 18)

First Name

Last Name

Phone

Email

Undersigned parent, or legal guardian, or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent, or legal guardian, or legal representative of a minor or legally incapacitated adult, the parent, legal guardian, or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. The Undersigned parent, or legal guardian, of legal representative agrees that, but for the foregoing, the minor or legally incapacitated adult would not be permitted to participate in the activities. By signing below, I hereby represent that I am the parent, legal guardian, or legal representative of a minor, or legally incapacitated adult Participant and that I have the authority to sign on the Participant's behalf.

Parent or Guardian's Signature

Date