

SUNDAY RIVER SKIWAY CORPORATION
(Competition and Events Release)
2018-2019

ACKNOWLEDGEMENT, ASSUMPTION OF RISKS AND RELEASE OF LIABILITY
(Please Read Carefully Before Signing)

APPLICATION

I acknowledge this agreement applies to my participation in Sunday River Competition and Events in one of more of the following disciplines: (1) Freestyle; (2) Snowboarding; and/or (3) Racing during the 2018-2019 ski season (hereinafter, the "Activity"), including but not limited to one or more of the following dates: December 1-2, 2018, December 7-9, 2018, December 18-21, 2018, January 5-6, 2019, January 14, 2019, January 21, 2019, January 25, 2019, January 26-27, 2019, February 1, 2019, February 2-3, 2019, February 15-17, 2019, February 22-23, 2019, February 24, 2019, March 2-7, 2019, March 9-10, 2019, March 14-17, 2019, March 18-21, 2019.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

I acknowledge that participation in the Activity includes skiing, riding, other snow sports and the use of passenger tramways associated therewith which subject skiers and riders to risks and hazards regardless of all feasible safety measures that may be taken. I understand that participation in the Activity involves inherent risks of skiing encompassing dangers and conditions that are an integral part of the sport, as well as other known and unknown risks including, but not limited to, changing weather and surface conditions, falls resulting from manmade and natural objects, design and condition of natural and man-made elements, severe terrain changes and collisions with other participants, spectators, vehicles and natural and man-made objects.

I acknowledge that while participating in the Activity I am a competitor whether I am practicing, training or engaged in competition. I acknowledge that I have been advised to visually inspect the course, venue or area where the Activity is to occur. I accept all risk of course, venue or area conditions including, but not limited to, weather and snow conditions, obstacles, course or feature location, course construction, design and layout, freestyle terrain configuration or condition, any other courses, layout or configurations of area to be used, collision with other competitors or natural or man-made objects and any other condition which a visual inspection should reveal. **I AGREE FREELY AND VOLUNTARILY TO ASSUME ALL RISKS**, including the risk of physical injury, death and/or damage to person(s) and/or property related to my participation in the Activity and associated use of the Sunday River ski area.

RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

I agree for myself, my heirs and for anyone on my behalf, to the fullest extent allowed by law, to **RELEASE, INDEMNIFY AND HOLD HARMLESS** Sunday River Skiway Corporation and Boyne USA, Inc. (hereinafter collectively referred to as "Sunday River"), including their owners, directors, officers, real and personal property owners, shareholders, employees, volunteers, agents, representatives, affiliates, successors and assigns (hereinafter collectively referred to as "Releasees") from any and all responsibility or legal liability for any property damage, personal injury, damage or death which may result directly or indirectly from participation in the Activity, whether or not such injury or damage was foreseeable, or any other cause or claim arising from participation in the Activity under any legal theory, including **ANY CLAIMS BASED ON ALLEGED NEGLIGENCE OF RELEASEES**.

PROMISE NOT TO SUE

I PROMISE TO NOT SUE, and agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** Releasees for any claim of injury, damage or death which may result from my participating in the Activity, including any claims based on alleged **NEGLIGENCE** of Releasees. Should any claim or action be asserted in contravention to this agreement, I or my successor shall be liable for all expenses, **INCLUDING LEGAL FEES** incurred by Releasees, and that if a claim or action is brought, it shall be submitted to the jurisdiction of the State or Federal Court in the State of Maine, and no other jurisdiction, and shall be governed by the laws of the State of Maine.

PHOTOGRAPHY & VIDEO RELEASE

In consideration of my participation in the Activity, I hereby authorize and give full consent to Releasees to copyright or publish all photographs and video in which I appear while enrolled as a participant in the Activity. I further agree that this/these photograph(s) and/or video(s) maybe used for any and all exhibitions, public displays, publications, commercials, art and advertising purposes, without limitation or reservations.

I have carefully read and understand this agreement is a **COMPREHENSIVE RELEASE OF ALL LIABILITY** which is binding

upon me, my heirs, agents and assigns, that is not intended to assert any claims or defenses that are prohibited by law, and that if any part of this agreement is held to be invalid or unenforceable, the remainder shall be given the full force and effect.

This agreement is in addition to, and not in lieu of, any liability waiver or release granted pursuant to a lift ticket, season pass and/or equipment rental agreement.

PARENT/GUARDIAN AUTHORIZATION

As a parent/guardian with legal responsibility for the minor participating in the Activity, on behalf of whom this agreement is entered, I verify that I have the authority to enter this agreement on behalf of the minor participant. I have read, understood and agree that the minor or anyone on behalf of the minor participant, including me, is bound by the terms of this agreement. Furthermore, if a claim or action is brought in contravention of this agreement, including any claim alleging **NEGLIGENCE**, I agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** Releasees for any and all expenses incurred, **INCLUDING LEGAL FEES**, and any **DAMAGES** for which they may be adjudged legally liable to pay.

COMPETITOR PRINTED NAME: _____

COMPETITOR SIGNATURE: _____ DATE _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP CODE: _____ HOME PHONE: _____

DATE OF BIRTH: _____ GENDER: M F (CIRCLE ONE)

Signature of Parent/Guardian if competitor is under 18 years old

Printed Name of Parent/Guardian