



## ACKNOWLEDGEMENT OF RISK AND INDEMNITY AGREEMENT

PLEASE READ CAREFULLY! THIS IS A LEGAL DOCUMENT!

1. I, the undersigned, am a Participant and, if a Participant is a minor (under 18 years of age), I am the Participant's parent or legal guardian and execute this document in that capacity for myself and such minor(s) (minor participants bound to this agreement are identified below). I understand that participating in skiing, snowboarding, racing, training, using freestyle or terrain park features, participating in other recreational activities at West Mountain, renting equipment, and using the ski area facilities, including but not limited to the use of parking lots, walkways, lodges, restaurants, lifts, ski slopes, trails, and other equipment, for any purpose (the "Activity"), can be HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.
2. I acknowledge that I am a voluntary participant in the activity and that I understand the dangers and risks inherent in the Activity, and that I ASSUME ALL INHERENT DANGERS AND RISKS of the Activity which include but are not limited to falls, jumps, and other man-made features, changing weather conditions, bare spots, variations in snow, ice, other ground cover, surface and subsurface conditions, and terrain, bumps, moguls, rocks, debris, equipment, and machinery, collisions with other skiers and snowboarders or others and natural and man-made objects, including race gates, fencing, and other appurtenances, and skier/snowboarder error, whether my own or that of others.
3. If I am signing this document for a minor, I have explained this document to such a minor in an age-appropriate manner and he/she has acknowledged that he/she understands and accepts those risks. I am aware that the agreement includes an express assumption of risk. I understand that this agreement may affect legal claims for damages in the event of death or any injury to me or those minors for whom I execute this agreement. I acknowledge that any questions I/my child have about this agreement or the risks inherent in participating in the activity have been answered to my/my child's satisfaction.
4. I acknowledge that I/my child will visually inspect the terrain, features, racecourse, as applicable before participating in a race or race training. I understand that fencing, equipment covers, padding, signs, ropes, and other marking devices may be in place but will not prevent injury. I understand that it is my/my child's responsibility to stay away from marked areas or obstacles. I also understand that there may be natural and man-made obstacles that may not be marked.
5. Participant assumes responsibility for maintaining control at all possible times while engaging in the Activity and for reading, understanding, and complying with all warnings and signage, including instructions on the use of lifts. The participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. I understand that a minor Participant may use the ski lifts without an adult present or may ride the ski lifts alone or with non-employee guests. I understand that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions, and injuries are common.
6. INDEMNIFICATION. I further agree for myself, my successors, heirs, assigns, executors, and administrators to indemnify and hold Apex Capital LLC, its owners, affiliates, insurers, subsidiaries, employees, agents, officers, directors, and successors ("indemnified parties") harmless from all claims and suits for personal injuries, death, or property damage, including reasonable attorneys' fees, arising out of the participants' participation in skiing and/or use of the facilities at West Mountain Ski Area whether caused by Participant's negligence or otherwise.
7. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize any emergency medical care for Participant which may become necessary and agree to be fully responsible for any costs associated with such care or transport to such care.

8. I grant Apex Capital LLC the ownership and right of use of any image collected of Participant while participating in the Activity at West Mountain Ski Area.
9. I agree that any and all claims for loss, injury, and/or death arising from Participant's participation in the Activity or this agreement shall be governed by the law of the State of New York and that exclusive jurisdiction of any such claim shall be the New York State Supreme Court, Warren County, or the United States District Court for the Northern District of New York. I acknowledge that this is not a consumer goods contract as defined by New York State Law.
10. BY SIGNING ON BEHALF OF A MINOR/INFANT OR OTHER PARTICIPANT, I REPRESENT THAT I AM AUTHORIZED TO SIGN ON PARTICIPANT'S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR/INFANT PARTICIPANT and acknowledge that Participant is bound by all the terms of this Agreement. I understand that the minor/infant Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, I represent that I am at least 18 years old.
11. I understand that this Agreement will apply for each and every day Participant utilizes the facilities at West Mountain Ski area (whether skiing or otherwise) during the applicable operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, distributors, heirs, next of kin, executors, and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall remain an enforceable contract between the parties.

Print participant's name \_\_\_\_\_

Print participant's name

\_\_\_\_\_

Print participant's name

\_\_\_\_\_

**I and any minor participants for whom I sign agree to the terms of this agreement:**

**Parent/Guardian name** \_\_\_\_\_ **Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

**Relationship to Participants listed below:** \_\_\_\_\_