

Saskadena Six Ski Area Assumption of Risks, Hazards and Forum Selection Agreement		2024-2025
NAME OF EVENT: All 2024/2025 Races & Events at Saskadena Six Ski Area		EVENT DATE: 2024/2025 Season

I acknowledge that (in this agreement the term "I" shall collectively include the minor(s) listed as well as the parent/guardian) this event includes activities such as skiing, snowboarding, ski/snowboarding training, racing, and other forms of winter mountain sports, including riding aerial and surface chairlifts. I acknowledge these activities and others associated with or inherently part of them is hazardous and carry many inherent risks, the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain (natural and man-made) and terrain parks and/or features, facilities, Acts of God, changing temperatures, weather, lighting, & terrain conditions, condition of athletes, equipment, vehicular traffic, actions of or collisions with other people including but not limited to, participants, volunteers, spectators, coaches, event officials, event monitors, and/or producers of the event, and collisions with natural and man-made objects including but not limited to trees, rocks, under brush, snowmaking pipes and equipment, lift towers, snow cats, groomers and snowmobiles. I expressly assume all of the risks listed and all other risks that are a part of or inherent to the activities of skiing and snowboard racing and training and similar competitive events. These risks are not only inherent to the sport and to athletes but are also present for volunteers. I hereby freely and willingly assume all the risks of participating and/or volunteering in this event. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently trained for participating in the event and have not been advised otherwise by a medical person. I acknowledge that my equipment, including protective equipment, is appropriate for this event, and I will exercise good judgement while participating in this event, including but not limited to taking the time to inspect the course/training area/event area. I also agree that I can leave, quit or withdraw from the event at any time for any reason and that this option is entirely up to me. I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident and /or illness during the event. I also understand that in this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, sponsors, organizers and assigns.

I acknowledge that this Assumption of Risk form will be used by the event holders, sponsors and organizers of the event in which I may participate, and that it will govern my actions and responsibilities at said events. In consideration of my application and permitting me to participate in this event, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) I agree I will not make any claim nor bring any suit for any damages, injury or death to myself, resulting from any such inherent risks outlined in this document or inferred therefrom. (B) I agree that if someone does make any claim against The Woodstock Inn & Resort, Saskedena Six Ski Area, The Woodstock Foundation and all parents, subsidiaries, affiliates, successors, assigns, related entities, directors, officers, representative, employees, agents, partners, sponsors, volunteers, contractors and Insurers as a result of my participation in activities on their premise or in the use of their facilities, I will defend, indemnify and hold them harmless from such claims.

I agree any dispute arising under this document and/or from participation in the events or use of the ski facilities will be litigated exclusively in the Superior Court of Windsor County, Woodstock Vermont or the U.S. District Court for the District of Vermont under Vermont Law regardless of where this form was obtained or signed. I consent that this agreement can be admissible and used as evidence, including against me, in any claim brought by me of my acknowledgements and acceptances stated in this Agreement or for any other reason. I also agree to pay and reimburse the Woodstock Inn & Resort, Saskedena Six Ski Area, and the Woodstock Foundation any and all attorney fees, costs, and expenses incurred by them in responding to or defending any claim or litigation brought by me or on my behalf related to my participation in the Event-, or incurred by them to enforce any terms of this agreement including my indemnification obligations. This Assumption of Risk and Hazards shall be construed broadly under applicable law. Should any part of this agreement be deemed unenforceable, I agree that all other portions of the agreement be given full force and effect

**I hereby certify that I have read this document; and, I understand its content. I am aware that this is a release of liability as well as a contract and I sign it of my own free will.**

Print Participant's Name	Age
Signature (If under 18 years of age, Parent or Guardian must also sign)	Date

#### **PARENT/GUARDIAN WAIVER FOR MINORS (UNDER 18 YEARS OLD)**

The undersigned parent and/or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and is fully responsible and agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Print Participant's Name	Age
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