



## RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Participant: *(Please Print)* \_\_\_\_\_ Age: \_\_\_\_\_

In consideration of the permission to use the facilities at Oak Mountain, I agree, for myself and/or my child to the following:

1. I agree, for myself and/or my child, to **RELEASE**, forever indemnify, defend, and hold harmless Oak Mountain LLC and their owners, instructors, officers, directors, volunteers, employees, affiliates, agents and assigns, (collectively as "RELEASEES") from liability for any and all loss or damage to myself or to my child or my or my child's property resulting from the RELEASEES' **NEGLIGENCE** or any other cause. I understand that the RELEASEES are not responsible for the consequences of their own **NEGLIGENCE**, that is, their failure to use reasonable care in any way. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury and death in connection with my or my child's use of the RELEASEES' facilities.
2. For myself and my child, I agree to **RELEASE**, indemnify, defend, and hold harmless the RELEASEES from any and all loss or damage that I or my child may cause to persons or property while using the facilities participating in the EVENT(s). This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may in any way arise out of use of the facilities.
3. Participant gives RESORT permission to take and use photographs, video recordings, or movies of PARTICIPANT taken during an ACTIVITY for any purpose in promoting the RESORT or related activities of the RESORT in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.
4. I hereby certify that I and/or my child are physically fit and have no medical conditions or allergies that affect my ability to participate in this event. I fully understand that RELEASEES are not responsible for my or my child's medical bill and they must be submitted through my personal health insurance plan.  
Initials: \_\_\_\_\_
5. I recognize that I and or my child must abide by the rules of this event, I and or my child agree to continuously inspect the area, obey the instructions provided, and obey all posted behavior notices. If I or my child feels unsafe, we will immediately advise the RELEASEES and leave the area.
6. This agreement is governed by the applicable laws of New York State. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree and understand that any claim or lawsuit against the RELEASEES may be brought in the federal or state courts of New York in Hamilton County where the ski area is located only.

I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ RELEASE OF LIABILITY AND WAIVER AND UNDERSTAND ITS CONTENTS. I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY EVENT(S) AT THE FACILITY WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH EVENT UNTIL UNDERSIGNED REVOKE IT IN WRITING. I UNDERSTAND THAT MY SIGNATURE BELOW EXPRESSLY WAIVES ANY RIGHTS I HAVE TO BRING A CLAIM AGAINST OR SUE THE RELEASEES FOR INJURIES OR DAMAGES. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME, MY HEIRS, AND LEGAL REPRESENTATIVES.

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT

\_\_\_\_\_  
DATE

AS PARENT/GUARDIAN SIGNING THIS AGREEMENT FOR THE ABOVE NAMED MINOR, I ACKNOWLEDGE AND AGREE THAT I HAVE READ THE RELEASE OF LIABILITY AND THAT BY SIGNING THIS RELEASE ON BEHALF OF THE MINOR, I AND THE MINOR AGREE TO BE BOUND BY ITS TERMS. I HEREBY AGREE TO RELEASE FROM LIABILITY, FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS RELEASEES FOR ANY CLAIM OR SUIT ARISING OUT OF SAID MINOR'S USE OF THE FACILITIES OR PARTICIPATION IN THE EVENT(S). I FURTHER UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN THE EVENT(S) WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH EVENT UNTIL UNDERSIGNED REVOKE IT IN WRITING.

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN

\_\_\_\_\_  
DATE