

ASSUMPTION OF RISK AND RELEASE OF LIABILITY – READ CAREFULLY BEFORE SIGNING

I understand that skiing and snowboarding in their various forms, as well as preparation for, participation in, coaching, volunteering, officiating and related activities in alpine, nordic, freestyle, adaptive, and snowboarding competitions and clinics (hereinafter collectively referred to as "Activities"), involve many **RISKS, DANGERS and HAZARDS**. These risks, dangers and hazards include, but are not limited to, changing weather and snow conditions, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers/riders or equipment, and exceeding one's own abilities. I further understand that ski and snowboard training and competition may be more hazardous than recreational skiing and snowboarding. I understand that **INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities**. I know that the risk of **SEVERE INJURY** and even **DEATH** exists in all training and competition locations and activities, including free skiing and riding. I also know that CNYSRF, Inc., (Song Mountain Race Team, Inc.) competition organizers and sponsors, and ski and snowboard facility operators do not and cannot guarantee my safety.

With full knowledge and understanding of the **RISK OF SEVERE INJURY AND DEATH** involved in ski and snowboard training and competition, I **FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES**.

In consideration of CNYSRF, Inc.'s, acceptance of my registration, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "registrant") agrees to comply with and be bound by the following terms at all times, whether training or practicing for competition, or in competition.

1. Registrant hereby unconditionally **WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY CNYSRF, Inc. OF AND FROM ANY CLAIMS**, present or future, to Registrant or his/her property, or to any person or property, for any loss, damage, expense or injury (including **DEATH**), suffered by any person from or in any connection with Registrant's participation in any Activities in which CNYSRF, Inc. is involved in any way, due to any cause whatsoever, **INCLUDING NEGLIGENCE** and/or breach of express or implied warranty on the part of CNYSRF, Inc.

2. Registrant hereby **RELIEVES CNYSRF, Inc. OF ANY DUTY TO PROTECT REGISTRANT FROM HARM** in connection with any Activities in which CNYSRF, Inc. is involved in any way.

3. Registrant authorizes CNYSRF, Inc. to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of CNYSRF, Inc., medical attention is required and Registrant is unable to make such decisions for himself/herself. Registrant agrees to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY AND HOLD HARMLESS** Registrant of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Registrant also authorizes disclosure of protected medical information necessary to provide, coordinate or manage registrant's healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.

4. Registrant agrees never to utilize any run, course or facility for any training, practice or competition without first conducting his/her own thorough visual inspection of the run, course or facility.

5. This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of New York, without reference to principles governing choice or conflicts of laws. In addition, Registrant agrees that all lawsuits for personal injury or related loss against CNYSRF, Inc. must be maintained in state courts sitting in Cortland County, New York or federal district courts sitting in the District of New York, and Registrant consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, REGISTRANT SIGNIFIES HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

Member if 18 or older

Signature:

Date of Birth:

Printed name: Date Signed:

SIGNATURE OF PARENT OR GUARDIAN REQUIRED FOR REGISTRANTS UNDER THE AGE OF 18 As

the parent or guardian of the minor child Registrant named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Registrant, and any other parent or guardian of the Registrant, intending that they be binding on me, the Registrant, and our respective heirs, executors, administrators and assigns. By affixing my signature below I represent that I intend to give up my right, the right of the Registrant, and the right of any other parent or guardian to maintain any claim or suit against CNYSRF, Inc. arising out of the Registrant's participation in any Activities involving CNYSRF, Inc. in any way. I further agree to hold harmless, defend, and indemnify CNYSRF, Inc. of and from any claims from third parties arising from the minor child Registrants' participation in any activities affiliated with CNYSRF, Inc.

Participant, Parent or guardian's Signature _____

Applicant's (Athlete Name) (Please Print) _____ Date of Birth: _____