

Hilltop Ski Area Event Waiver

I, know that Alpine, Nordic, Freestyle and Slopestyle Skiing and Snowboarding are action sports carrying significant risk of serious personal injury, death, or property damage. I acknowledge that ski racing, performing aerial maneuvers and various tricks such as may be performed at this special event significantly enhance and increase all these risks. Becoming inverted during an aerial maneuver, whether intentionally or accidentally, substantially increases the risk of serious injury. I also know that there are natural, mechanical, and environmental conditions and risks, whether on a racecourse, in a half pipe or terrain park, which independently or in combination with my activities may cause property damage, or severe or even fatal injuries to me or others. I agree that I alone am responsible for: (a) my safety while participating in this special even and/or training for this special event and (b) providing, utilizing and maintaining that equipment necessary for the safe enjoyment of my participation in this special event and specifically acknowledge that HART, Event Sponsors, the Hilltop ski area, the ski school, and their employees, and any agents, representatives, officers, directors, employees, members or affiliates of any person or entity associated with them are not responsible for my safety. I specifically RELEASE and DISCHARGE in advance, those parties from any liability whether known or unknown, even that liability which may arise out of negligence or carelessness on the part of persons or entities mentioned above. I agree to accept all responsibility for the risks, conditions and hazards which may occur whether they now be known or unknown.

I understand that an appropriate helmet may be required for my participation in this special event, and I understand that mandatory helmet usage is in no way intended to inspire false confidence and replace the necessity of common sense and safety. The use of a helmet does not eliminate potential injury. The parties covered by this Agreement do not assume any responsibility or duties to me by requiring the use of a helmet. It is my sole responsibility to select an appropriate helmet for accident protection.

(Provide name or initials) _____

Being fully aware of the risks, conditions and hazards of the proposed activity as a participant, I HEREBY AGREE TO WAIVE, RELEASE AND DISCHARGE any and all claims for damages for death, personal injury or property damage which I may have or which may hereafter accrue to me as a result of any participation in this special event or training for this special event, against any person or entity identified above whether such injury or damage was foreseeable or not, including any such claims regarding design of slopes, racecourse, half pipe or any features which may be contained in a terrain park (natural or manmade) or the proximity of any hazard outside the event area to the event area or maintenance or the design or condition of any equipment utilized by me in such special event without regard to whether such equipment is specified or recommended by the persons or entities identified above.

I further agree to forever HOLD HARMLESS and INDEMNIFY all persons and entities identified above, generally, and specifically, from any and all liability for death, personal injury, or property damage, resulting in any way from my participating in this special event or training for this special event.

I have been given an opportunity to inspect the course or venue and agree by participation to accept the conditions as they exist. I agree that I will accept and abide by the rules and regulations of HART and any other rules or regulations imposed by the organizers of this special event. This Acknowledgement & Assumption of Risk and Waiver & Release from Liability shall be binding upon my heirs and assigns.

(Provide name or initials) _____

PARENT/GUARDIAN: I verify that I am the parent or guardian of the minor. I have authority to enter into this agreement on behalf of the minor. I agree to be bound by its terms. I accept full responsibility for all medical expenses incurred as a result of the minor's entrance into the event/competition and I agree to indemnify and hold harmless the RELEASEES from any claim brought by, or on behalf, of the minor. As parent or guardian for the named minor, I further agree to forever HOLD HARMLESS and INDEMNIFY all persons and entities identified above, generally and specifically, from any and all liability for death, personal injury or property damage, resulting in any way from the minor's participating in competitive events or training for competitive events. I will defend and indemnify HART, and others named herein for any loss or damage, including any that results for claims or lawsuits for personal injury, death and property loss and damage in behalf of the below named minor relating in any way to these activities.

I HAVE READ THE ABOVE TERMS OF THE CONTRACT, UNDERSTAND THEM AND AGREE TO ABIDE BY THEM. I, THE UNDERSIGNED PARTICIPANT, ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE ABOVE CONTRACT. DATE: PRINT NAME: ADDRESS: ZIPCODE: SIGNATURE: CITY/STATE: HOME PHONE: (Provide full name of person completing this waiver form).

Name

Date
