



Kay Bee Athletic Club
Release and Waiver of Liability & Indemnity Agreement
2025-2026 Ski Season
PLEASE READ CAREFULLY BEFORE SIGNING



I understand that skiing, as well as preparation for, training for, participation in, coaching, volunteering, officiating and all related activities in alpine, nordic, freestyle, and adaptive competitions, training, 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 surface 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/participants or equipment, exceeding one's own abilities, and exposure to contagious disease. I further understand that ski training and competition may be more hazardous than recreational skiing and I recognize that there are risks linked with the attempt to achieve competitive results, which requires me to stretch my physical abilities. I understand that **INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE** of the Activities. I know my participation is inherently and obviously dangerous and that the risk of **SEVERE INJURY** and even **DEATH** exists in all training and competition locations and activities, including free skiing, riding, hiking, running, weight lifting, exercise, and other training activities. I am further aware that certain movements or actions cannot always be anticipated or controlled and therefore cannot be avoided or prevented through safety measures. I also know that personal training, coaching, instruction, supervision and enforcement of rules by the United States Ski Association d/b/a U.S. Ski & Snowboard, its subsidiaries, affiliates, officers, directors, volunteers, employees, coaches, contractors and representatives, local ski clubs, competition organizers and sponsors, and ski and snowboard facility operators (hereinafter the term “U.S. Ski & Snowboard” shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety. Furthermore, I know and accept that rules and code of conduct set out by Kay Bee Athletic Club (hereinafter referred to as “KBAC”) as it pertains to its coaches, board members, volunteers, employees, contractors, athletes and representatives do not and cannot guarantee my safety. Furthermore, I know and accept that rules and code of conduct set out by Kissing Bridge All Seasons Resort (hereinafter referred to as “Kissing Bridge” or “KB”) as it pertains to its instructors, staff, and representatives do not and cannot guarantee my safety. Furthermore, I know and accept that the above-mentioned dangers linked with my participation may threaten third parties within the competition and training area.

I understand and accept that my participation in any activity which is part of a KBAC sanctioned-activity is subject to my acceptance of all applicable rules and policies in connection with KBAC, Kissing Bridge Inc., as well as U.S. Ski & Snowboard including but not limited to the SafeSport Code, the Code of Conduct, the Athlete Safety Policies, and the Minor Athlete Abuse Prevention Policies (MAAPP).

I also understand and accept that skiers and ski lift passengers are governed by the New York State **SAFETY IN SKIING CODE**, Article 18 of the New York General Obligations Law. The **SAFETY IN SKIING CODE** requires you to seek out, read, and understand the **‘WARNING TO SKIERS’** before you decide to participate in the sport of skiing. **‘WARNING TO SKIERS’** Downhill skiing, like many other sports, contains inherent risks including, but not limited to the risk of personal injury, including catastrophic injury, or death, or property damage, which may be caused by variations in terrain or weather conditions; or surface or subsurface snow, ice, bare spots or areas of thin cover, moguls, ruts, bumps; or other persons using the facilities; or rocks, forest growth, debris, branches, trees, roots, stumps; or, other natural objects or manmade objects, or machinery, including snowmobiles and snow grooming machinery, that are incidental to the provision or maintenance of a ski facility in New York State. New York law imposes a duty on you to become apprised of, and understand, the risks inherent in the sport of skiing, which are set forth above, so that you may make an informed decision of whether to participate in skiing notwithstanding the risks. New York law also imposes additional duties upon you, to which you must adhere, for the purpose of avoiding injury caused by any of the risks inherent in skiing. If you are not willing to assume all these risks and abide by all of these duties, you must not participate in skiing at this area or in activity sanctioned by KBAC.

In consideration of KBAC’s acceptance of my participant application, and despite the risk of severe or permanent injury, or even death, the undersigned (hereinafter “Participant”) agrees to comply with and be bound by the following terms at all times, whether training or practicing for competition, or in competition.

1. Participant, with full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in the Activities, FREELY AND VOLUNTARILY ACCEPTS AND FULLY ASSUMES THE RISK THAT PARTICIPANT MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES, even if Participant follows the instructions or advice of KBAC or Kissing Bridge.

2. Participant hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY KBAC OF AND FROM ANY CLAIMS, present or future, to Participant or his/her/their 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 Participant’s participation in any Activities in which KBAC is involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of KBAC or Kissing Bridge.

3. Participant hereby RELIEVES KBAC OF ANY DUTY TO PROTECT PARTICIPANT FROM HARM in connection with any Activities in which KBAC or Kissing Bridge is involved in any way.

4. Participant authorizes KBAC to obtain medical care for or transport him/her/them to a medical facility or hospital if, in the opinion of KBAC or Kissing Bridge medical attention is required, and Participant is unable to make such decisions for himself/herself/their self. Participant agrees to



Kay Bee Athletic Club
Release and Waiver of Liability & Indemnity Agreement
2025-2026 Ski Season
PLEASE READ CAREFULLY BEFORE SIGNING



pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS KBAC and Kissing Bridge of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Participant also authorizes disclosure of protected medical information necessary to provide, coordinate or manage Participant’s healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.

5. Participant agrees never to utilize any run, course, or facility for any training, practice, or competition without first conducting his/her/their own thorough visual inspection of the run, course, or facility. Participant understands that he/she/they responsible for the choice of appropriate equipment and of its condition, for the speed at which he/she/they train and race and for the selection of his/her/their line through any course. Participant understands that they may be found personally liable to third parties for damages arising from bodily injury or property damage they may suffer as a result of an occurrence linked with Participant’s participation in training or competition.

6. This release is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall be severed from this Agreement and not affect the enforceability of any other provisions. 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, Participant agrees that all lawsuits for personal injury or related loss against KBAC or Kissing Bridge shall be litigated exclusively in the Supreme Court of the State of New York, County of Erie, or in the United States District Court for the Western District of New York. 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, PARTICIPANT SIGNIFIES HIS/HER/THEIR ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

Participants

Any racer, coach, volunteer, and other family members who will be participating in KBAC related activities

DATE of Waiver Signature: _____

If Participant is under 18, please have the parent sign

Participant Name _____

Signature _____