

Waiver, Release of Claims and Hold Harmless Agreement
To cover any activity or event at Lyndon Outing Club

Participant's Name: _____ Participant's Age _____
Please print

Participant's Address: _____

Phone (____) _____ Date of Birth _____

The undersigned is either (check one):

- 18 years of age or older or
 Is the parent or legal guardian of the participant if participant is age 17 or younger

Printed name

Relation to Participant Signature and Date

****If Participant is under 18 years of age a parent or legal guardian of participant must sign****

READ THIS ENTIRE DOCUMENT CAREFULLY BEFORE SIGNING AS IT AFFECTS YOUR LEGAL RIGHTS. THIS IS A RELEASE, WAIVER OF LIABILITY, AND PROMISE NOT TO SUE FOR INJURIES, DAMAGES OR LOSS ARISING FROM PARTICIPATION IN THE EVENT AND THE ACTIVITY DESCRIBED BELOW.

The term the "**Event**" as used herein, includes all exercises and physical movements of any nature by the Participant in connection with skiing/snowboarding/snowshoeing/sledding/skateboarding or any other physical activity required as part of any Event held at Shonyo Park/Lyndon Outing Club. The undersigned recognizes and acknowledges that all athletic activities, including the Activity, involving strenuous exertion or potential body contact are hazardous and involve substantial risks of injury, including death, damages or loss. The undersigned understands that skiing/snowboarding/snowshoeing competitively is more HAZARDOUS than recreational skiing/snowboarding, and that injuries are a common and ordinary occurrence of this sport. Further, the Participant agrees to be in control at all times and realizes that **inverted aerial maneuvers are not recommended**. The Participant and the undersigned hereby assume the full risk of any such injuries which the Participant may sustain as a result of participating in the Event.

RELEASE AND WAIVER OF LIABILITY. The undersigned hereby waives, relinquishes, discharges, releases and promises not to sue the Lyndon Outing Club, the Town of Lyndon, Northern Vermont University, their affiliates and their respective independent contractors, officers, agents, servants, volunteers, employees, shareholders, members, partners, managers, representatives, successors, assigns, as well as the sponsors of the Event, (collectively, the "**Released Parties**") from and with respect to any and all claims, actions, causes of action, judgments, debts, expenses, liabilities, demands or suits of any kind, whether based in equity or law, express or implied, including court costs, expenses and attorney's fees, which the Participant has or may have against the Released Parties including claims arising and resulting from acts of negligence of the Released Parties, and relating to or arising out of the Activity and participant's participation in the Event, including but not limited to, any alleged personal or bodily injury, disfigurement, pain and suffering, wrongful death, property damage, financial loss or any other damages, whether resulting from the negligence or other fault, either active or passive, of any of the Released Parties, or from any other cause (the "**Released Claims**"). The undersigned further acknowledges that statutes exist that render null and void releases and discharges of any claims, rights, demands, liabilities, action and causes of action which are unknown to a releasing or discharging party at the time of execution of a release and discharge, such as this Agreement. The undersigned hereby expressly waives, surrenders and agrees to forego any protection to which it would otherwise be entitled by virtue of the existence of any such statute in any jurisdiction.

ASSUMPTION OF RISK. The undersigned acknowledges: (i) that the Activity and the Event are inherently dangerous; (ii) that the Released Parties have no part in, nor responsibility for the design, manufacture, operation, inspection or maintenance of the operation of the ski slopes and the terrain park, as well as the grooming, maintenance and selection of the ski slopes and the terrain park and in the transportation of participants to and from the Event; (iii) that the inherent risks and dangers associated with the Activity and the Event include, but are not limited to, equipment malfunction or failure, negligent design or defective manufacture of equipment, weather, potholes or other road hazards, use or maintenance of equipment, negligence of equipment operators, instructors, and automobile operation; and (iv) that many of the risks and dangers cannot be foreseen and are inherent in the Activity and the Event. The undersigned and the Participants voluntarily and freely chooses to assume all risks and dangers associated with the Activity and the Event with a clear and complete understanding that those risks and dangers may include, but are not limited to, the Released Claims listed above. The undersigned acknowledges that the Participant has been and will continue to be provided an opportunity to conduct a reasonable physical

and visual inspection of the ski slopes and the terrain park, and the Participant agrees to physically and visually inspect the course prior to taking part in any event. The undersigned further agrees and understands that the Participant has and will be held to have assumed the risk of all ski slope and terrain park conditions including, but not limited to, weather and snow conditions, course construction or layout and obstacles and the undersigned acknowledges that many of the risks and dangers cannot be foreseen and are inherent in the Activities and the Event. The undersigned and the Participant voluntarily and freely chooses to assume all risks and dangers associated with the Activity and the Event with a clear and complete understanding that those risks and dangers may include, but are not limited to, personal and/or bodily injury, disfigurement, pain and suffering, wrongful death, property damage, financial loss and any other damages.

INDEMNITY. The Participant and the undersigned hereby agree to indemnify, hold harmless and defend the Released Parties or any of their designees from and against any and all claims for injuries, death, damage or loss, including reasonable attorney's fees and expenses, asserted by any person against any of the Released Parties arising out of, connected with, or in any way associated with, the conduct of the Participant and the undersigned in connection with the Activity and the Event.

The undersigned has read and fully understands this Waiver, Release of Claims and Hold Harmless Agreement. The undersigned further understands that any advisements or warnings regarding the particular risks associated with the Activity and the Event that the undersigned subsequently receives will be incorporated by reference into and become a part of this Agreement.

This Agreement is governed by the law of Vermont (other than its principles of conflict of law). If any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

FURTHER, FULL PERMISSION IS HEREBY GIVEN TO USE ANY PHOTOGRAPHS OR MOVIES OF SAID PARTICIPANT TAKEN DURING ANY COMPETITIVE EVENT OR TRAINING EXERCISE FOR ANY PURPOSE IN PROMOTING EVENTS OF THE RELEASED PARTIES.

THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS CAREFULLY READ THIS WAIVER, RELEASE OF CLAIMS AND HOLD HARMLESS AGREEMENT AND UNDERSTANDS ITS CONTENTS. THE UNDERSIGNED UNDERSTANDS THAT HIS OR HER SIGNATURE BELOW EXPRESSLY WAIVES ANY RIGHTS HE OR SHE OR THE PARTICIPANT HAS TO BRING A CLAIM AGAINST OR SUE THE RELEASED PARTIES FOR INJURIES AND DAMAGES. THE UNDERSIGNED AND THE PARTICIPANT EACH FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS HIS OR HER LEGAL RIGHTS AND THAT IT IS BINDING UPON HIM OR HER AND UPON HIS OR HER HEIRS AND LEGAL REPRESENTATIVES.

I HAVE CAREFULLY READ THIS RELEASE, I FULLY UNDERSTAND ITS CONTENTS AND AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE, AND HAVE SIGNED IT OF MY OWN FREE WILL THIS _____ DAY OF _____, 20____. THIS WAIVER IS VALID INDEFINITELY.

Signature of Participant

Date: _____

Print Name of Participant

[At Least One Custodial Parent or Legal Guardian *Must* Sign if Participant is under age 18.]

Signature

Printed Name

Relation to Participant

Date

Signature

Printed Name

Relation to Participant

Date