



USTSA GS Race 2-4-17
LIABILITY RELEASE AND INDEMNITY AGREEMENT

NAME OF ACTIVITY OR EVENT _____

I acknowledge that the Activities that I am being offered to participate in are *HAZARDOUS* activities and that I have made a voluntary choice to participate in those activities despite the risks that they present. In consideration of my being permitted to participate in the event named above, I agree to **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** which might be associated with or result from my participation in this event.

I further agree to **RELEASE FROM LIABILITY** and to **INDEMNIFY AND HOLD HARMLESS** Mt Abram Ski Area, and/or their directors, officers, employees, volunteers, representatives, and agents, the organizers and sponsors of this event and their owners, agents, landowners, affiliated companies, employees and volunteers for any damage, injury or death to myself or to any person or property, whether caused by their **NEGLIGENCE** or for any other reason, in any way connected with my travel to, preparation or practice for or my participation in these events.

I, the undersigned have carefully read and understood this agreement and all of its terms. I understand that this is a **RELEASE OF LIABILITY** which will legally **PREVENT** me or any other person from filing suit or making any other legal claim for damages in the event of my death or any injury to me. I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns and legal representatives.

I acknowledge that this activity or event may involve a test of a person's physical and mental limits and may carry with it the potential for serious injury, death and or property loss. These risks may include, but are not limited to, those caused by variation of terrain, facilities, temperature, weather, equipment, as well as actions of others.

The undersigned further authorizes Mt Abram Ski Area, Event Organizers or Sponsors, to call for medical care for myself or to transport me to a clinic or a hospital if, medical attention is needed for myself. The undersigned agrees that upon the transporting of myself to any medical facility, clinic or hospital that the responsibility of my care shall be totally fulfilled and Mt Abram, the Event Organizers or Sponsors, shall not have any further responsibility for the undersigned.

The undersigned also agrees to pay all costs associated with such medical care and related transportation for the undersigned and indemnifies and holds Mt Abram Ski Area, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any costs incurred therein.

This agreement is intended to limit to the fullest extent allowed by law the liability of the released parties in connection with participation in the related activities. If any or part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I understand that I may be photographed during this event or any related activity and I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by event holders. If I am signing on behalf of a minor, I agree to these same terms.

If I am signing on behalf of a minor, I recognize that I may not release any claims the minor may have. However, I accept full responsibility for all medical expenses incurred as a result of the minor's participation in or travel to and from Mt Abram Ski Area. I also agree to HOLD HARMLESS and INDEMNIFY Mt Abram Ski Area, for any claims of any nature brought by the minor. In addition, I hereby waive any and all claims based upon injury to the minor, including but not limited to claims for loss of consortium or companionship.

In case of an emergency and I cannot be reached, Mt Abram Ski Area, has my permission to obtain any medical and/or First Aid treatment necessary for my child or the dependent minor child in my care.

DATED: _____

PARTICIPANT

PARENT OR GUARDIAN OF PARTICIPANT
(must be signed by parent or legal
guardian if racer is under eighteen
years of age)

THIS IS A LIABILITY RELEASE

PLEASE READ CAREFULLY BEFORE SIGNING