

## **LIABILITY RELEASE AND INDEMNITY AGREEMENT**

I, the undersigned, hereby acknowledge that I have voluntarily consented to participate in \_\_\_\_\_ event sponsored by Appalachian Ski Mountain. I acknowledge that I am participating in skiing/snowboarding, ski/snowboard racing, snowsports programs, and other activities associated with the above-mentioned event. I further acknowledge and agree that my participation in said events ARE NOT within the course and scope of my employment with Appalachian Ski Mountain and any injury or property damage I may sustain is not compensable by Worker's Compensation Benefits or any other company compensation. (Initial here \_\_\_\_\_)

I understand and I am aware that the above referenced activities are hazardous activities and I am voluntarily participating in these activities with knowledge of the danger involved and hereby agree to accept any and all risks of injury or death. I agree that I am solely responsible for any injury to any other person due to my participation in the above-mentioned event and activities. I agree that I am solely responsible for my own safety while skiing or boarding to and from the course, inspecting the course, preparing the course, training for this event, or participating in any other activities in the area. I agree and understand that I assume the risk of all course conditions including but not limited to, weather and snow conditions, course construction or layout and obstacles. I further agree to assume all risks which may result should I ski or ride out of control or in violation of any applicable law, regulation or ordinance or of any posted signs, rules or regulations of Appalachian Ski Mountain. I understand I am free to refuse to participate in these events for any reason. (Initial here \_\_\_\_\_)

Furthermore, I understand and accept that the sport of skiing/snowboarding, other snow sports and, moreover the sport of ski/snowboard racing, involves numerous inherent risks of injury including loss of control; the failure of skiers/boarders to ski/board within their own abilities; use of ski lifts; falls; collisions with trees, rocks, lift towers, snowmaking equipment, signs, race course gates, other participants or spectators, fencing and finish gates, free-standing water, other skiers and man made or natural obstacles. I understand that I may encounter obstacles that are inherent in the sport, including but not limited to bare spots, variations in snow, ice and terrain, including bumps, moguls, stumps, forest growth and debris, rocks and other ski slope hazards or obstacles, whether they are marked or unmarked, man made or natural. I understand that I am voluntarily choosing to participate in snow sports, the sport of skiing/snowboarding and, moreover the sport of ski/snowboard racing, with knowledge of the aforesaid risks of injury involved and hereby agree to accept and assume all risks of injury or death associated therewith. (Initial here \_\_\_\_\_)

**AS LAWFUL CONSIDERATION FOR MY BEING PERMITTED BY APPALACHIAN SKI MOUNTAIN TO PARTICIPATE IN \_\_\_\_\_, I HEREBY AGREE, TO THE FULLEST EXTENT ALLOWED BY LAW, TO RELEASE FROM ANY LEGAL LIABILITY AND TO DEFEND, INDEMNIFY AND HOLD HARMLESS AND AGREE NOT TO CLAIM AGAINST OR SUE APPALACHIAN SKI MOUNTAIN TOGETHER WITH ALL OF ITS OWNERS, PARTNERS, AGENTS, LANDOWNERS, EMPLOYEES AND ANY AFFILIATED COMPANIES, FOR ANY AND ALL DAMAGE, INJURY OR DEATH TO MYSELF OR TO ANY**

OTHER PERSON OR PROPERTY, WHETHER CAUSED BY THEIR NEGLIGENCE OR FOR ANY OTHER REASON. (Initial here \_\_\_\_\_)

Any provision of this Agreement and Release which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect. I acknowledge that this event is taking place in the State of North Carolina and I further agree that only the laws of the State of North Carolina shall apply in the construction or application of this Agreement. (Initial here \_\_\_\_\_)

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE AND I ENTER INTO THIS LEGAL CONTRACT ON MY OWN FREE WILL. THIS CONTRACT SHALL BE LEGALLY BINDING UPON ME, MY HEIRS, MY ESTATE, ASSIGNS, LEGAL GUARDIANS AND MY PERSONAL REPRESENTATIVES.

**THIS IS A RELEASE OF LIABILITY.  
DO NOT SIGN UNTIL YOU HAVE READ AND FULLY UNDERSTAND ITS CONTENTS.**

\_\_\_\_\_  
NAME (Please Print)                      DOB                      SIGNATURE                      DATE

**IF UNDER 18 YEARS OF AGE, PARENTS SIGNATURE IS REQUIRE**

I HAVE RECEIVED AND READ THIS LIABILITY RELEASE AND INDEMNITY AGREEMENT, AND I ACCEPT ITS TERMS ON BEHALF OF MY MINOR CHILD OR WARD \_\_\_\_\_, AND AGREE TO ALL THE STATEMENTS MADE AND THE TERMS AND CONDITIONS STATED ABOVE. I FURTHER AGREE TO BE RESPONSIBLE FOR SAID MINOR'S OR WARD'S ACTIONS WHILE PARTICIPATING IN THE EVENT, AND I WILL MAKE SURE SAID MINOR OR WARD UNDERSTANDS THE TERMS STATED ABOVE.

\_\_\_\_\_  
NAME OF PARENT OR GUARDIAN (Please Print)                      SIGNATURE                      DATE