



Saddleback Ski and Ride School

Assumption of Risk and Release of Liability



STUDENT NAME: _____

2013-2014 Season
Please read carefully before signing.

I fully understand that skiing and snowboarding are hazardous sports and that these snow sports, and the use of ski or snowboard equipment, involve a risk of serious injury or death. I further understand that the use of any ski lift and the performance of any exercise and/or maneuvers as recommended by the Ski and Ride School staff also involves the same risk of serious injury or death. I understand that there are times in a lesson that a student may need to ride a lift alone or with someone other than the instructor. (Please initial_____)

I also understand that ski area conditions vary constantly because of weather changes and skier use, and that the skier/snowboarder may encounter ice, variations of terrain, moguls, forest growths, rocks, debris, lift towers, other skiers and snowboarders, snowmaking and grooming equipment and other obstacles and hazards which may be marked or unmarked. I understand and agree that it is my responsibility to be aware of and obey any and all markings and posted signs.

Accordingly and in consideration of your agreement to provide me with ski or snowboard instruction, **I (for myself and my child, if the student is a minor), hereby agree to Release, Hold Harmless and Indemnify, Saddleback Inc. & Saddleback Land & Timber Corp. hereinafter "SADDLEBACK"**, its owners, affiliates, subsidiaries, employees and agents and all of their officers and directors (the Releases) from any and all responsibility or liability for injury or property damage resulting directly or indirectly from any alleged negligence of the Releases relating to skiing or snowboarding or the use of ski or snowboard equipment and/or this student's participation in the Saddleback Ski and Ride School class or private lesson. I further expressly agree not to sue or make any claim against the Releases on any matter referred to above. (Please initial_____)

This Agreement is intended to comply with the laws of the State of Maine and be enforceable only to the extent allowed by law. If any part of this agreement is determined to be unenforceable, all other parts shall remain in full force and effect.

I (for myself and my child, if the student is a minor), agree that all disputes arising under this contract or through my use of any and all facilities at SADDLEBACK, shall be litigated in the State or Federal courts in the State of Maine and governed by its laws and procedures.

I (for myself and my child, if the student is a minor), further agree that this contract is binding upon myself, my heirs and assigns. If I am signing this document on behalf of any minor, I represent and guarantee that I have full authority to do so realizing the full binding effect of this contract on them as well as on myself.

I also agree, that in the event that anyone makes any claim against the Releases as a result of any of my activities on their premises or the use of their facilities, that I will indemnify and hold harmless the Releases from such claims including any and all court costs and attorney fees.

I have carefully read this agreement and the release of liability and fully understand its contents. I am aware that this is a release of liability including negligence and a contract between myself and the Saddleback Ski and Ride School I sign it voluntarily with full knowledge of its significance.

I grant permission to Saddleback to use my photo/video on its World Wide Web site, in official printed publications, and other media forms and I acknowledge SADDLEBACK's right to crop or treat the photo/video at its discretion. I also understand that once my image is posted on SADDLEBACK's website, the image can be downloaded by any computer user. Therefore I agree to indemnify and hold harmless from claim SADDLEBACK, its owners, employees and agents. Date _____

I grant Saddleback Ski and Ride School staff permission to lend my child ski poles for the day. I release SADDLEBACK and the equipment manufacturers for any and all liability including personal injury and property damage, in any way arising from the use of this equipment. (Please Initial)_____

If my child becomes too upset, unresponsive and/or disruptive to participate in lessons, I grant permission to SADDLEBACK to place my child in Saddleback's Day Care facility. I will be notified via the contact information provided and I will retrieve my child immediately from the facility. (Please initial) _____

Student Name (Print)_____ Date _____

This release remains in effect from the date above until the close of the 2013-14 Season

Student Signature _____

Parent/Guardian Name (Print) _____ Parent/Guardian Signature _____
 (if student is under 18) (if student is under 18)