

SUNDAY RIVER SKIWAY CORPORATION/ RELEASE AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING

Participant name _____ Age _____
Parent or Guardian Name (of minor) _____ Home Phone _____
Address _____ Emergency Phone #1 _____
_____ Emergency Phone #2 _____
Insurance Co & Policy Number _____

Any medical problems to be aware of such as drugs, allergies, seizures, etc.

IN CONSIDERATION of receiving permission from SUNDAY RIVER SKIWAY CORPORATION, dba/ **Sunday River Ski Resort**, hereinafter being referred to collectively as **Sunday River**, to enter upon the lands and premises of **Sunday River** (the "Premises") the receipt of such permission being hereby acknowledged, and in further consideration of receiving permission to participate and receiving the benefits of participation in any race, contest, program, special event or other activity held at the Premises, the receipt of such permission and benefit being hereby acknowledged, I hereby release **Sunday River**, its agents, officers, directors, owners, servants, and employees, of and from any and all liability, claims, demands, actions and causes of action, whatsoever arising out of or related to any loss, damage, or injury, including death, that I may sustain, or to any property of mine, while in, or upon these Premises, or any Premises leased to, owned by, sanctioned by, or under the control or supervision of **Sunday River**, or enroute to or from the Premises, or any other Premises leased to or under the control or supervision of **Sunday River** in connection with or related in any way to said race, contest, program, special event, or other activity.

Being duly aware of the risks and hazards inherent upon entering upon said Premises and/or in participating in any race, contest, program, special event, or other activity held at said Premises. I hereby elect to voluntarily to enter upon said Premises, knowing the present condition of the Premises and knowing that said condition may change and become more hazardous and dangerous during the time I am upon the Premises. I hereby voluntarily assume and accept all risks of loss, property damage or personal injury, including death from any risks or negligence of any kind, that I may encounter while on Premises, and that may be sustained by myself or to any property of mine while in, on or about said Premises, whether or not connected with or related in any way to said race, contest, program, special event or other activity, including any alleged negligence in the operation, maintenance or design of the Premises on the part of **Sunday River** or any of its officers, directors, owners, agents, or employees. I also agree to indemnify and hold harmless **Sunday River** for any claim for any loss, damage, and injury including death that may be sustained by me or to any property of mine, under said circumstances.

I further agree that any claim which I may at any time bring for any reason against **Sunday River Skiway Corporation**, dba/ **Sunday River** or any of its agents, officers, directors, owners, servants, and employees or any disputes arising out of the use of the **Sunday River** facilities, shall be submitted to the jurisdiction of the State or Federal court in the State of Maine, and that no claim or action shall be brought in any other jurisdiction. This release shall be binding upon myself, and my heirs, next of kin, guardians, trustees, executors, and administrators.

The undersigned further authorizes and gives consent to be transported to medical help by ambulance and/or treated by a physician or any other medical personnel if medical assistance and/or treatment is needed. I agree to accept full costs for all treatment associated with this injury.

In signing the foregoing release agreement, I hereby acknowledge, represent and warrant:

- a) That I have read the foregoing release, understand it and sign it voluntarily;
- b) That I am 18 years of age or older and am of sound mind, or if less than 18 years of age, I have discussed this matter fully with my parent(s) or legal guardian. A PARENT OR LEGAL GUARDIAN MUST SIGN IF I AM UNDER 18 YEARS OF AGE.
- c) That I am not an agent, servant, or employees of Sunday River and/or any of the agents, officers, servants or employees of the promoter(s).
- d) I understand that this ski area has ski helmets available for rent or sale. However, I am aware that no helmet can protect the wearer from all foreseeable impacts or injuries.

IN WITNESS WHEREOF, I have hereto set my hand this _____ day of _____, 20____.

I have read and understood all of the above and fully agree with all of its terms

PRINT NAME: _____ SIGNATURE _____ Date _____ Age _____

PARENT / GUARDIAN SIGNATURE (if under age 18) _____ Date _____

Original to be sent to Sunday River