

Date: \_\_\_\_\_

Bring completed form to the gazebo for walk-in group lessons or the snow sports desk for private lessons. This form does not guarantee registration or proof of payment for lesson.  
To purchase a group or private lesson please visit the ticket window.

Please Print Clearly- List up to 4 Students

Student: \_\_\_\_\_ D.O.B. \_\_\_\_\_ Student: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Student: \_\_\_\_\_ D.O.B. \_\_\_\_\_ Student: \_\_\_\_\_ D.O.B. \_\_\_\_\_

Parent/Guardian Name (If any students are Minors) \_\_\_\_\_ Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_ City/Town: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

1. I understand that alpine skiing, snowboarding, other sports and recreational activities are HAZARDOUS ACTIVITIES. I understand that alpine skiing, snowboarding and the use of skis, snowboards, Freestyle Terrain Parks, other equipment and lifts involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in the sports of alpine skiing, snowboarding, the use of Freestyle Terrain Parks and other activities including but not limited to: surface or sub-surface snow or ice conditions whether natural or machine-made, the unevenness of the surface which contains rocks, bumps, ruts, stumps, the steepness and configuration of the terrain, terrain parks, jumps, ramps, terrain features, whether natural or man-made, collisions with other skiers, snowboarders, Freestyle Terrain Park users, trees, poles or objects including but not limited to surface lift equipment and towers, snowmaking and grooming equipment. I understand that having a Yawgoo Valley Ski Area (YVSA) employee present does not lessen the amount or severity of the risks of these activities. I understand that YVSA is not responsible for my safety. It is further understood that the use of Freestyle Terrain Parks and the elements and features they contain may be more HAZARDOUS than recreational skiing and snowboarding outside the park. Furthermore, I understand that I must keep deliberate and conscious control of my physical body while properly using my equipment in variable weather, snow and terrain conditions.
2. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in these activities. **Initials:** \_\_\_\_\_
3. In consideration of the permission to participate in classes, instructions and/or lessons by the Yawgoo Valley Snowsports School, I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in these activities or related activities, or while present on YVSA's premises and/or in YVSA's Freestyle Terrain Park, and I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS YVSA, its parent subsidiary, affiliated and successor companies, real and personal property owners, directors, officers, agents, employees, as well as the equipment manufacturers and distributors (hereinafter "Releasees") from any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in these activities, related activities, or my use of the Releasees' Freestyle Terrain Park, trail system, equipment, or any equipment, or premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused.
4. I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEYS FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OR THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.
5. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of the State of Rhode Island. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims, which I may bring against the Releasees, shall be submitted to the jurisdiction of the Superior Court of Washington County, Rhode Island or the U.S. District Court for the District of Rhode Island and that no claims against the Releasees shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.
6. I agree with the premise that my entry into and use of the Freestyle Terrain Park and the elements and features it contains may be **more hazardous** than skiing and snowboarding outside of the park, as it may contain risks and dangers including but not limited to: features, elements, jumps, ramps, rails, boxes and other features constructed out of a variety of materials in various configurations and locations, other guests using the park, the ability to become airborne when using the various features and the subsequent landing which creates the possibility of serious injury and/or death from using the various features. I agree that the participant is always encouraged and provided an opportunity to conduct a reasonable physical and visual inspection of the Freestyle Terrain Park prior to use and throughout the day, and I agree to physically and visually inspect the Freestyle Terrain Park and the elements and features it contains prior to using them. I agree and understand that the Applicant will be held to assume the risk of all Freestyle Terrain Park use and conditions including, but not limited to, weather and snow conditions, premises, park design, construction or layout, maintenance and obstacles.
7. I consent to the use by Releasees of any pictures (video and print) for commercial purposes, or otherwise, of me in connection with the activities of the Releasees, without restriction as to frequency, duration or medium.
8. I agree to refrain from reckless skiing, riding or participating in conduct that is not consistent with safe and prudent skiing/snowboarding, violates "Your Responsibility Code," the Smart Style Freestyle Terrain Park rules, general ski area rules or the law.
9. I understand that permission to participate in classes, instructions and/or lessons and/or to use Releasees' Freestyle Terrain Park and the elements and features it contains, equipment, trail system and premises is being given to the undersigned participant in exchange for the execution of this Liability Release and Agreement Not to Sue. I have read the above paragraphs and fully understand them. 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 claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I have made no misrepresentations to Releasees regarding my name, age or medical condition. I intend this document to be interpreted as broadly as permissible by Rhode Island State Law and understand that it is not intended to assert any claims or defenses prohibited by law.

Student(s) Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Or: **Student(s) Under 18 Years of Age:** As parent/guardian signing this agreement for the above named minor, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the above release, and that by signing this Release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the Releasees for any claim or suit arising out of said minor's participation in the activity or said minor's presence on Releasees' premises.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_