

Yawgoo Valley Ski Area Skier & Boarder Waiver

LIFT AND/OR PASS AGREEMENT- EXPRESS ASSUMPTION OF RISKS AND FORUM SELECTION AGREEMENT

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.

I acknowledge that my group pass affords me significant discount access to winter sports activities at Yawgoo Valley Ski Area. Therefore, in consideration of this, my knowledge and understanding of those sports and the benefits, terms, and conditions of my group pass agreement, and being allowed to use the premises of Yawgoo Valley Ski Area and participate there in winter sports activities. I freely and willingly accept, and voluntarily assume all risk of property damage, personal injury, or death which occurs at Yawgoo Valley Ski Area and which results from my participation in such winter sports activities and the inherent risks of such activities as they are defined herein, accept damages, injury, or death which may occur while being transported on a ski lift at a time when I am in full compliance with all rules and regulations regarding such transportation.

I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in these activities.

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.

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.

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.

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.

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.

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.

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.

This contract may also be plead as an affirmative defense to any claim that I might make as a result of any damage, injury, and/or death, which I may sustain as a result of my participation in and caused by the inherent risks of winter sports. I further agree that this contract is binding upon myself, my heirs and assigns. To the extent that 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 and further agree to indemnify and hold harmless Yawgoo Valley Ski Area for any claims brought on my behalf of the minor telling to any damages allegedly sustained by the minor while he/she was using their pass.

I acknowledge that I have read, agree with, and understand the terms of this Yawgoo Valley Ski Area Pass Contract-Express Assumption of Risks and Forum Selection Agreement and that I am signing it freely and that the terms of this contract state that I expressly assume all risks of damages, injury and/or death resulting in any way from any inherent risks of the sport in which I may participate at Yawgoo Valley Ski Area. I also agree to abide by the terms of any rules of conduct for sports participants posted at Yawgoo Valley Ski Area or contained in its seasonal trail maps, brochures or handouts.

If you do not agree to these terms, do not sign this document. If you have already paid for your pass, your money will be refunded; you will not receive a pass.

Group Name

Date(s) of Visit

Participant's Name

Date of Birth

Signature*

Date

*If participant is under 18, signature of parent/legal guardian is required before skier will be allowed to pick up and/or use a Pass.

Yawgoo Valley Release of Liability Rental Form

Group Equipment Rental Form (required for renters only)

Equipment User Information – Please Complete Shaded Sections Only

Last Name		First Name			Parent/Guardian Name (For Minors)			
Address		City	State	Zip	Phone Number			
lbs	Ft	In	I	II	III	Ski or Snowboard		
Weight	Height		Shoe Size		Skier Type (circle one)		Age	Circle Sport
Group Name		Group Coordinator			Group Visit Date(s)			

For Office/Shop Use Only				Weight LBS	Height FT' IN"	S K I E R C O D E	Initial Indicator Value							
Skier Code	Final Indicator Setting:		Single Code				Sole Length (mm)							
<input style="width: 40px; height: 30px;" type="text"/>	Toe _____	Toe _____	<input style="width: 20px; height: 20px;" type="text"/>	<	231	251	271	291	311	331	351	≥		
	L _____	R _____	<input style="width: 20px; height: 20px;" type="text"/>	230	250	270	290	310	330	350	351			
	Heel _____	Heel _____	<input style="width: 20px; height: 20px;" type="text"/>	Single Code										
	L _____	R _____	<input style="width: 20px; height: 20px;" type="text"/>	a	j	o	t/C	H	M	R	V	6		
				i	n	s/B	G	L	Q	v	6			
				.75	.75	.75								
				1.00	.75	.75	.75							
				1.50	1.25	1.25	1.00							
				2.00	1.75	1.50	1.50	1.25						
				2.50	2.25	2.00	1.75	1.50	1.50					
				3.00	2.75	2.50	2.25	2.00	1.75	1.75				
					3.50	3.00	2.75	2.50	2.25	2.00				
						3.50	3.00	3.00	2.75	2.50				
				108 – 125 lbs	4'11" – 5'1"		I	4.50	4.00	3.50	3.00	3.00		
				126 – 147 lbs	5'2" – 5'5"		J	5.50	5.00	4.50	4.00	3.50		
				148 – 174 lbs	5'6" – 5'10"		K	6.50	6.00	5.50	5.00	4.50		
				175 – 209 lbs	5'11" – 6'4"		L	7.50	7.00	6.50	6.00	5.50		
				≥ 210 lbs	≥ 6'5"		M		8.50	8.00	7.00	6.50		
							N		10.00	9.50	8.00	7.50		
							O		11.50	11.00	10.00	9.50		
							P			12.00	11.00	10.50		
Comments				Technician's Signature										

Warning, Liability Release, Indemnity Agreement and Assumption of Risk Agreement

PLEASE READ CAREFULLY

I have read, understood and agreed to all terms and conditions on the reverse side of this form. I accept full financial responsibility for the equipment listed on this form and promise to return it clean and undamaged by the agreed time and date. If I fail to do so, I agree to pay for its repair, cleaning, or replacement at the full retail rate, as determined by the shop, as well as the rental value of any additional days. (For release bindings only: I have confirmed that the binding release/retention setting numbers on the bindings correspond to the "Final Indicator Setting" stated on this form. I understand that correct weight, height, age and skier type are essential to proper adjustment of the release/retention settings, and I certify that all user information on this form is correct).

I have read, understood and agreed to all terms and conditions on the reverse side of this form. I accept full financial responsibility for the equipment listed on this form and promise to return it clean and undamaged by the agreed time and date. If I fail to do so, I agree to pay for its repair, cleaning, or replacement at the full retail rate, as determined by the shop, as well as the rental value of any additional days. (For release bindings only: I have confirmed that the binding release/retention setting numbers on the bindings correspond to the "Final Indicator Setting" stated on this form. I understand that correct weight, height, age and skier type are essential to proper adjustment of the release/retention settings, and I certify that all user information on this form is correct). I understand how this equipment works and have received proper instructions and satisfactory answers to any questions. If at any time this equipment does not seem to be working properly, I will stop using it immediately and return it for inspection and possible repair or adjustment. If this equipment is to be used by someone other than me, I certify that I am acting for the ultimate user and that I will provide this form and all other warnings and information to the ultimate user. I understand and agree that skiing, snowboarding, ski-boarding and related activities are **HAZARDOUS** and that injuries are common and ordinary during these activities. **I AGREE TO ASSUME ALL RISKS OF INJURY OR DEATH** which may result from these activities.

Please Initial Here

If **Alpine equipment or ski boards** are being furnished, I understand that the ski-boot-bindings system will release the boot from the ski when certain forces on system reach preset values, but that will **NOT RELEASE OR RETAIN** at all times where release or retention may present injury, and that it **CANNOT** prevent all injuries or guarantee the user's safety. I understand and agree that unwanted release or retention of bindings is an inherent risk of using any ski boot-binding system. I further agree and understand that any ski-boot-binding system does **NOT ELIMINATE THE RISK** of injuries to the user's knees or to any other part of this user's body. If **Nordic or Snowboard equipment** is being furnished I understand that these systems normally will **NOT RELEASE** in falls and accidents and they do **NOT PROTECT** against any type of injury. To the fullest extent allowed by law, I hereby release this ski shop, and all manufacturers and distributors of this equipment, from **ANY AND ALL Responsibility OR LEGAL LIABILITY** for any injuries, damages, or death to any user of any equipment listed on this form, whether caused by **NEGLIGENCE** or any other case. I further agree that I **WILL NEVER SUE** this ski shop, as well as the manufacturers and distributors of this equipment, and that I **WILL DEFEND AND INDEMNIFY** them if any claim or action is pursued for any injuries, damages, or death relation to skiing, snowboarding, ski boarding or any related activities involving the use of this equipment.

Please Initial Here

I accept this equipment "**AS IS**", with **NO WARRANTIES**, express or implied, beyond those stated herein and in the manufacturer's written limited warranty. This document constitutes the **FINAL AND ENTIRE AGREEMENT** regarding this transaction and this equipment, and it supersedes any and all other documents or oral statements. If any part is found to be invalid or unenforceable, the remainder shall be given full force and effect. **THIS IS A CONTRACT**, which provides a **COMPREHENSIVE RELEASE OF LIABILITY**, but is not intended to assert any claims or defenses that are prohibited by law. The specific legal rights of the parties may vary from state to state.

User Signature	OR	Parent/Guardian if user is a minor	Date
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