

# PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Mt. Jefferson Ski Resort LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "MJS"), I hereby agree to release, indemnify, and discharge MJS, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in snow tubing activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** slips and falls; there is the possibility of rough terrain; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers or equipment; loss of control of the equipment, falls from the equipment, collision with other equipment or vehicles, participants, trees, rocks, and other manmade or natural obstacles; injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or obstacles hidden by snow including crevasses, ice and snow cornices, tree wells, tree stumps, creeks rocks and boulders, below the snow surface; riding on uneven snow covered terrain, changing snow conditions and variations in elevations; steepness of slopes, snow depth, instability of snow pack or varying and difficult weather; accident can occur while getting on and off; exposure to temperature and weather extremes which could cause hypothermia, frost bite, frost nip, dehydration; collisions, and flipping over; exposure to potentially dangerous wild animals; pinches, bruises, abrasions, strains, cuts and lacerations; musculoskeletal injuries including head, neck and back injuries; accidents or illness can occur in remote places without medical facilities; weather and altitude can be extreme and can change rapidly without warning; my own physical condition, and the physical exertion associated with this activity.

Furthermore, MJS employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree to obey all traffic laws and rules provided by provider.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless MJS from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of MJS 's equipment or facilities, **including any such claims which allege negligent acts or omissions of MJS.**
4. Should MJS or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against MJS, I agree to do so solely in the state of Maine, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against MJS on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at MJS.**

**I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Participant Signature \_\_\_\_\_ Date \_\_\_\_\_

## **PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by MJS to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MJS from any and all Claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_