

**RELEASE OF LIABILITY, WAIVER OF CLAIMS
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT, YOU WILL WAIVER CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE**

Student Name

Trip Date

School/Youth Group

TO: POWDER KING MOUNTAIN RESORT INC.

ASSUMPTION OF RISKS

I am aware that alpine skiing, cross-country skiing and snowboarding involve risks, dangers, and hazards and that injuries are a common and ordinary occurrence of these sports.

ALPINE SKIING I understand that the ski boot/ binding system will not release at all times or under all circumstances, that it is not possible to predict every situation in which the system will release, and that the system is no guarantee that the user will not be injured.

SNOWBOARDING I understand that the boot/binding system for this equipment is not designed or intended to release under normal circumstances. I understand that the boot/ binding system is a non-release system, this system will not reduce the risk of injury during a fall.

I FREELY ACCEPT AND FULLY ASSUME ALL RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE USE OF THE EQUIPMENT.

EXCLUSION OF LIABILITY, AND ASSUMPTION OF RISK

AS A CONDITION OF YOUR USE OF THE SKI AREA FACILITIES, THE SCHOOL PARTICIPANT ASSUMES ALL RISK OF PERSONAL INJURY, DEATH, OR PROPERTY LOSS RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING BUT NOT LIMITED TO THE INHERENT RISKS OF SKIING, SNOWBOARDING, SNOWSHOEING & ANY/ALL WINTER ACTIVITIES. THE USE OF SKI LIFTS, COLLISIONS WITH NATURAL OR MAN-MADE OBJECTS OR OTHER SKIERS OR SNOWBOARDERS, TRAVEL WITHIN OR BEYOND THE SKI AREA BOUNDARIES OR NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF STATUTORY DUTY OF CARE ON THE PART OF THE SKI AREA OPERATOR, AND ITS EMPLOYEES, AND AGENTS. THE SCHOOL PARTICIPANT AGREES THAT THE SKI AREA OPERATOR AND ITS EMPLOYEES AND AGENTS SHALL NOT BE LIABLE FOR ANY SUCH PERSONAL INJURY, DEATH OR PROPERTY LOSS AND RELEASES THE SKI AREA OPERATOR AND ITS EMPLOYEES AND AGENTS AND WAIVES ALL CLAIMS WITH RESPECT THERETO.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES. I GIVE MY SON / DAUGHTER PERMISSION TO PARTICIPATE IN THE ALPINE PROGRAM TO BE HELD AT POWDER KING MOUNTAIN RESORT INC.

Signature of User: _____

Date: _____

Print Name (User): _____

Witness (PK Staff member): _____

Signature of Parent/Guardian (if applicant is under 19 yrs.): _____

Print Name (Parent): _____

Date: _____

THIS AGREEMENT MUST BE SIGNED, DATED, AND WITNESSED PRIOR TO RENTING EQUIPMENT OR PARTICIPATING WITH YOUR GROUP.