

ALPINE SKIING AND SNOWBOARDING PERMISSION AND RELEASE FORM

2019-2020

Name of Guest Engaged in Skiing/Snowboarding Program: _____

Parent/Legal Guardian: _____

Parent/Legal Guardian Residential Address:

Parent/Legal Guardian Email: _____

Parent/Legal Guardian Telephone: _____

In Case of Emergency, Call: _____

Maine law requires that ski area operators, which includes Kents Hill School, provide the following warning to skiers and snowboarders their assumption of the inherent risks of skiing/snowboarding:

WARNING:

Under Maine law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including, but not limited to: existing and changing weather conditions; existing and changing snow conditions, such as ice, hardpack, powder, packed powder, corn, crust and slush and cut-up, granular and machine-made snow; surface or subsurface conditions, such as dirt, grass, bare spots, rocks, stumps, trees, forest growth or other natural objects and collisions with such natural objects; lift towers, lights, signs, posts, fences, mazes or enclosures, hydrants, water or air pipes, snowmaking and snow-grooming equipment, marked or lit trail maintenance vehicles and snowmobiles, and other man-made structures or objects; variations in steepness or terrain, whether natural or as a result of slope design, snowmaking or grooming operations, including, but not limited to, freestyle terrain, jumps, roads and catwalks or other terrain modifications; the presence of and collisions with other skiers; and the failure of skiers to ski safely, in control or within their own abilities.

32 M.R.S. §15217

I. RELEASE, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT

The above-identified Guest desires to enroll in an alpine skiing or snowboarding after school program as either a competitive or recreational athlete. The skiing and snowboarding programs are conducted at the O'Connor Alpine Training Center on the Kents Hill School campus, which has its own groomed trails and rope tow lifts. The undersigned Guest and parent/legal guardian are aware of and acknowledge the fact that there are numerous inherent risks to individuals who participate in skiing and snowboarding, but they believe the potential benefits of the sport are greater than the risks assumed. They also understand that under Maine law, a ski area operator, including Kents Hill School, has limited liability for injury or death resulting from the risks inherent in skiing and snowboarding. Therefore, in consideration for the Guest's participation in the Alpine/Snowboarding Program, today and on all future dates, the undersigned Guest and parent/legal guardian agree as follows:

1. The Guest has my permission to participate in an Alpine/Snowboarding Program and in all events, travel and activities associated with said participation in the program.
2. The undersigned parent/legal guardian hereby represents that the Guest does not have any known physical or mental health condition that could affect the Guest's ability to safely participate in the selected Alpine Skiing/Snowboarding Program.
3. The undersigned Guest and parent/legal guardian fully understand that participation in these Programs involves risks and dangers of serious bodily injury, including but not limited to broken bones, sprains,

concussions, hypothermia, frostbite, wild and domestic animal encounters, falling trees and limbs, dangerous snow and ice conditions, slick or uneven walking surfaces, permanent disability, paralysis and death. While particular rules, equipment and personal behavior may reduce the likelihood of injury, the risks and dangers of bodily injury still remain. The undersigned Guest and parent/legal guardian knowingly and freely assume all risks, known and unknown, of life, limb, and property associated with being a participant and/or spectator in the Alpine Skiing/Snowboarding Program.

4. Understanding the risks associated with the Guest's participation in the Alpine/Snowboarding Program and the possibility of additional risks of which neither KHS nor I may be aware, I represent and warrant that I have enrolled the Guest in any and all insurance, including but not limited to health care, accident, travel and personal property insurance that I believe, in my sole judgment, is necessary to protect the Guest and the Guest's interests while participating in Afternoon Programs.
5. I forever release, acquit, discharge, covenant to hold harmless and COVENANT NOT TO SUE Kents Hill School, its trustees, employees, volunteers, representatives, and agents, as well as the trustees, employees, volunteers, representatives, and agents of any other educational institution on whose campus the Guest participates in Alpine Skiing/Snowboarding Program ("Released Parties"), from any and all claims, suits, liabilities, actions and causes of action, including but not limited to, any negligence of Released Parties, which I or the Guest or any of our heirs, legal representatives, successors, conservators, and assigns may have, now or in the future, which arise directly or indirectly out of the Guest's participation in the Alpine Skiing/Snowboarding Programs.
6. I hereby agree to indemnify Released Parties from and against any and all demands, claims, suits, actions, causes of action, and liabilities, including attorneys' fees, resulting directly or indirectly from the Guest's participation in the Alpine Skiing/Snowboarding.
7. The release, assumption of risk and indemnity provisions contained above include any personal injury, property loss or damage, or other loss caused or alleged to be caused, in whole or in part, by the ordinary negligence (but not gross negligence or intentional conduct) of Released Parties.

I, the undersigned, have read the entirety of this Form and I have satisfied myself that I understand what it means. I hereby expressly agree that the provisions contained in this Form are intended to be as broad and inclusive as permitted by the laws of the State of Maine and that if any portion hereof is held invalid or unenforceable, I agree that the balance shall continue in full legal force and effect. All responsible parent/guardian signatures are required. By signing this Form, I, the undersigned Guest, acknowledge that I understand the seriousness of the risks associated with my participation in Alpine Skiing/Snowboarding and that there may be additional risks of which neither I nor my parents or legal guardians may be aware.

If the undersigned is a minor, co-signature of this agreement by the parent or legal guardian constitutes full acceptance of this agreement on behalf of the minor and assumption of the minor's responsibilities, liabilities and obligations by the parent or the legal guardian.

Dated: _____ Signed: _____
Guest

Dated: _____ Signed: _____
Parent/Legal Guardian

Print Name of Parent/Legal Guardian:

This Form may be signed in separate counterparts by .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which will have the same force and effect as if such facsimile or scanned signature page were an original thereof.