



### ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND RELEASE

I, \_\_\_\_\_ (participant), know that snowboarding and jumping, and alpine, cross country, and freestyle skiing are action sports carrying significant risk of serious personal injury, death, or property damage. I also know that there are natural, mechanical, and environmental conditions and risks that independently or in combination with these activities may cause property damage, or severe, or even fatal, injuries to myself or others.

I agree that I alone am responsible for: (a) my safety while participating in recreational programs, competitive events and/or training for competitive events as part of the Ford Sayre programs, including without limitation its alpine, cross country and ski-jumping recreation, training/development and racing programs (the "Programs") and (b) providing, utilizing, and maintaining the equipment necessary for the safe enjoyment of my participation in such Programs and specifically acknowledge that the following persons or entities including **Ford Sayre Memorial Ski Council, Inc., Trustees of Dartmouth College**, and the organizers, promoter clubs, officials, coaches, volunteers and any agent, trustee, representative, officer, director, employee, member or affiliate of any person or entity named above (the "Releasees") are not responsible for my safety. I specifically WAIVE, RELEASE and DISCHARGE, in advance, the Releasees from any liability, whether known or unknown, including without limitation any liability that may arise out of negligence or carelessness on the part of said Releasees, any and all claims for damages for death, personal injury, property damage, or otherwise which I may have or which may hereafter accrue to me as a result of any participation in the Programs as a participant in any capacity, wherever occurring, and whether such injury or damage was foreseeable or not, including any such claims regarding the design or condition of any equipment utilized by me in connection with the Programs, without regard to whether such equipment is provided, specified or recommended by any Releasee. I agree to accept all responsibility for the risks, conditions, and hazards that may occur in connection with my participation in the Programs in any capacity, whether said risks, conditions, and hazards now be known or unknown.

I further agree to forever HOLD HARMLESS AND INDEMNIFY the Releasees, generally and specifically, from any and all liability for death, personal injury or property damage or any other claim for damages resulting in any way from my participation in recreational programs, competitive events or training for competitive events in any capacity.

I currently have, and I agree to maintain valid and sufficient medical and accident insurance throughout the time that I participate, train, compete, instruct, coach, volunteer and/or officiate. I understand that this is my sole responsibility and that no such coverage will be provided to me by Releasees.

I agree that I will accept and abide by the rules and regulations of **Ford Sayre Memorial Ski Council, Inc. and Trustees of Dartmouth College**, and any other rules or regulations imposed by the organizers of any particular competition. This Acknowledgment and Assumption of Risk and Release shall be binding upon my successors, heirs and assigns.

Date: \_\_\_\_\_ Participant's Signature: \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the Participant's participation in recreational skiing and snowboarding and competitive skiing and training and acknowledge and agree to the terms and conditions of this Acknowledgement of Risk and Release.

Date: \_\_\_\_\_ Signature of Parent/Guardian: \_\_\_\_\_  
if Participant is under 18 years old

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

### COVID-19 WAIVER OF LIABILITY

I acknowledge that I am engaging the services of Ford K. Sayre Memorial Ski Council, Inc. (the "Organization") during the COVID-19 pandemic. I understand that COVID-19 presents inherent risks of transmission and infection that cannot be eliminated, even with safeguards, when people come together. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk of COVID-19 infection while engaging the services of the Organization.

In consideration for services received from the Organization, I hereby release and discharge the Organization, and any and all of its owners, directors, managers, or employees (together, the "Releasees") from all liability, claims of negligence or warranty, damages, losses, or harms suffered by me because of COVID-19 infection that in any way arises from, is connected with, or is related to my engaging the Organization's services, even if caused by the negligence of the Releasees, and I agree not to sue any of them for any such liability. I will indemnify and hold the Releasees harmless in the event of a claim made on behalf of me, including for the Releasees' own negligence.

I have read this agreement and sign it freely, knowingly, and voluntarily, with full knowledge and understanding of its contents.

**Date:** \_\_\_\_\_ **Participant's Signature:** \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the Participant's participation in recreational skiing and snowboarding and competitive skiing and training and acknowledge and agree to the terms and conditions of this Acknowledgement of Risk and Release.

**Date:** \_\_\_\_\_ **Signature of Parent/Guardian:** \_\_\_\_\_  
if Participant is under 18 years old

**Date:** \_\_\_\_\_ **Witness:** \_\_\_\_\_