

WILMOT MOUNTAIN JUNIOR RACE TEAM
ASSUMPTION OF RISK AND RELEASE OF LIABILITY - READ CAREFULLY

I know and understand that skiing in its various forms, as well as preparation for participating in, coaching, volunteering, officiating and related activities in alpine competitions and clinics (all of which are hereinafter collectively referred to "Activities"), involve many RISKS, DANGERS and HAZARDS. These risks, dangers, and hazards include, but are not limited to, changing weather and snow conditions, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers or equipment, and exceeding my own abilities. I further understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE. I know that the risk of SEVERE INJURY and even DEATH exists in all training and competition locations and activities, including free skiing. I also know that personal training, coaches, instruction, supervision and enforcement of rules by WILMOT MOUNTAIN, INC, its subsidiaries, affiliates, officers, directors, volunteers, employees, coaches, contractors, and representatives, competition organizers, and sponsors, and ski facility operators (hereinafter the term "WILMOT MOUNTAIN" shall be used to refer to all such persons and entities collectively) do not and can not guarantee my safety.

With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in ski training and competition, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES, even if I follow the instruction or the advice of WILMOT MOUNTAIN.

In partial consideration of WILMOT MOUNTAIN acceptance of my membership in the Wilmot Mountain Junior Race Team and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Member") agrees to comply with and be bound by the following terms at all times, whether training or practicing for competition or in competition.

1. Member agrees never to utilize any run, course, facility for any training, practice or competition without first conducting his/her own visual inspection of the run course or facility.
2. Member hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS AND AGREES TO HOLD HARMLESS, DEFEND AND INDEMNIFY WILMOT MOUNTAIN (as defined above) FROM ANY CLAIMS, present or future, to Member his/her property, or to any other person or property, for any loss, damage, expense, or injury (including death), suffered by any person from or in connection with Member's participation in any Activities in which WILMOT MOUNTAIN is involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty in the part of WILMOT MOUNTAIN.
3. Member hereby RELIEVES WILMOT MOUNTAIN OF ANY DUTY TO PROTECT MEMBER FROM HARM in connection with any Activities in which WILMOT MOUNTAIN is involved in any way.
4. Member authorizes WILMOT MOUNTAIN to obtain medical care for, transport him/her to a medical facility or hospital if, in the opinion of WILMOT MOUNTAIN, medical attention is required and Member is unable to make such decisions for himself/herself. Member agrees to pay all costs associated with such medical care and related transportation and shall indemnify WILMOT MOUNTAIN of and from any such costs.
5. This agreement shall be construed in accordance with, and governed by the substantive law of the State of Wisconsin, without reference to principles governing choice of conflicts of laws. In the event any portion of this release is found to be unenforceable, the remaining terms shall be enforceable.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, MEMBER SIGNIFIES HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

MEMBER SIGNATURE _____ DATE OF BIRTH _____

PRINTED NAME _____ DATE SIGNED _____

SIGNATURE OF PARENT OR GUARDIAN REQUIRED BELOW FOR MINOR MEMBERS

As the parent or guardian of the minor Member named above, I hereby make and enter into each and every agreement, representation, waiver and release describes above on behalf of myself, the Member, and any other parent or guardian of the Member, intending that they be binding on me, the Member, and our respective heirs, executors, administrators and assigns. I intend to give up my right, the Member's right and the right of any other parent or guardian to maintain any claim or suit against WILMOT MOUNTAIN arising out of the Member's participation in any Activities involving WILMOT MOUNTAIN in any way. I believe and represent that I HAVE LEGAL AUTHORITY TO MAKE THESE AGREEMENTS, REPRESENTATIONS, WAIVERS, AND RELEASES, AND I AGREE TO DEFEND AND INDEMNIFY WILMOT MOUNTAIN from and against any and all liability arising out of any lack of authority on my part to legally bind the Member, or for any unenforceability for any reason of the above agreement, representations, waivers and releases made by or on behalf of the Member.

PARENT OR GUARDIAN SIGNATURE _____

PRINTED NAME _____ DATE _____