

RELEASE OF LIABILITY

DISABLED SPORTS USA’S CHAPTER AFFILIATES INSURANCE WAIVER

1. I acknowledge and fully understand that skiing is a hazardous activity involving a risk of injury to any and all parts of the participant’s and/or the minor participant’s body. I also understand that the use of ski lifts and performance of exercises and/or maneuvers as recommended by volunteers and/or instructors involve the same risk and the instructor will constantly challenge me throughout the lesson. I hereby agree to freely and expressly accept all risk of injury while skiing and participating in this Adaptive Snowsports Program at Waterville Valley.
2. I understand that the ski area conditions vary because of weather changes and skier use. I also understand that the ski area may contain ice, variations in terrain, moguls, forest growth, rocks, debris, lift towers, other skiers, snowmaking equipment, grooming equipment, bamboo and/or breakaway racing gates, ski patrol markings, and other obstacles and hazards that may be marked or unmarked. I understand and agree that it is my responsibility to be aware of any and all markings and posted signs.
3. In consideration of being able to participate in any way in the **Waterville Valley Adaptive Snowsports Program and AbilityPlus, Inc. I and/or the minor participant, for myself, or on behalf of my heirs, assigns, personal representatives and next of kin, the undersigned:**
4. Agree that prior to participating, I will inspect, or if a parent and/or guardian I will instruct the minor participant to inspect, the facilities and the equipment to be used, and if I believe to the best of my ability that anything is unsafe, I and/or the minor participant will immediately advise **WVF Adaptive Snowsports Program or Waterville Valley Resort, Inc.** such condition(s) and refuse to participate.
5. Acknowledge and fully understand that I and/or the minor participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result only from my own actions, inaction, or negligence of others, the rule of play, or other condition of the premises or any equipment used. Further, that there may be other risks not known to me or not reasonably foreseeable at this time.
6. Assume the foregoing risks, and accept personal responsibility for the damages following such injury, permanent disability or death.
7. Release, waive, discharge and covenant not to bring claim against or sue **WVF Adaptive Snowsports Program, Waterville Valley Resort, Inc., Disabled Sports USA,** its affiliated clubs, their parent companies, owners, their respective administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, sponsors, advertisers, their heirs, and if applicable, owners and lessors of premises used to conduct the event, all of which are hereinafter referred to as “releases”, from demands losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the release or otherwise.
8. I agree that any claim, suit or legal action shall be submitted to jurisdiction of the State or Federal Courts in the State of New Hampshire and in no other jurisdiction, and shall be governed by the laws of the State of New Hampshire. Furthermore, I agree that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I/WE HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTI AL RIGHTS BY SIGNING IT, HAVE NOT CHANGED IT ORALLY, AND SIGN IT VOLUNTARILY.

Participant’s Name	Signature	Date

FOR PARTICIPANTS OF MINORITY AGE

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to release as provided above of the Releases, and for myself, my heirs, assigns, and next of kin. I release and agree to indemnify and hold harmless the Releases from any and all liabilities incident to my minor child’s involvement or participation in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE.

1 ST Parent’s Signature and Emergency Phone	Name and Date

2 nd Parent’s Signature and Emergency Phone	Name and Date