

RELEASE OF LIABILITY FOR MINOR PARTICIPANTS- READ BEFORE SIGNING

In consideration of, my minor child/ward ("my child"), being allowed to participate in any way with the, Nashoba Valley Ski Club (NVSC), programs, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury to my child from the activities involved in these programs is significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and, FOR MYSELF, SPOUSE, AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child's participation; and,
2. I willingly agree to comply with the program's stated and customary terms, conditions, rules and regulations for participation. If I observe any unusual significant concern in my child's readiness for participation and/or in the program itself, I will remove my child from participation and bring such to the attention of the nearest official immediately; and,
3. I, for myself, my spouse, my child and on behalf of my/our heirs, assigns, personal representatives and next of kin, HERBY RELEASE the NVSC, its officers, officials, agents and/or lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property incident to my child's involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
4. I, for myself, my spouse, my child and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all other above ("Releasees") from any and all liabilities incident to my involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.
5. I, for myself, my spouse, my child and on behalf of my/our heirs, are aware that my child's name and or photo related to the team and or race results could be posted on the www.nvscracing.com website.
6. I agree, for myself and/or my child, to **RELEASE, forever indemnify, defend, and hold harmless** Nashoba Valley Acquisition Corp, Nashoba Hill Corp and their owners, officers, directors, volunteers, employees, affiliates, agents and assigns, (collectively as "RELEASEES") from liability for any and all loss or damage to myself or to my child or my or my child's property resulting from the RELEASEES' **NEGLIGENCE** or any other cause. I understand that the RELEASEES are not responsible for the consequences of their own **NEGLIGENCE**, that is, their failure to use reasonable care in any way. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury and death in connection with my or my child's use of the ski area, the resort or the snow tubing facility.
7. For myself and my child, I agree to **RELEASE**, indemnify, defend, and hold harmless the RELEASEES from any and all loss or damage that I or my child may cause to persons or property while using the resort or the snow tubing facility. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may in any way arise out of use of the ski area, the resort or the snow tubing facility.
8. This agreement is governed by the applicable laws of Massachusetts. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. In the event that any provision is found to be invalid, the provision shall be revised so that it is enforceable to the greatest extent possible. I agree and understand that any claim or lawsuit against the RELEASEES may be brought in the federal or state courts of Massachusetts only.

PARTICIPANTS UNDER 18 YEARS OF AGE: AS PARENT/GUARDIAN SIGNING THIS AGREEMENT FOR THE ABOVE NAMED MINOR, I ACKNOWLEDGE AND AGREE THAT I HAVE READ THE ABOVE RELEASE OF LIABILITY AND THAT BY SIGNING THIS RELEASE ON BEHALF OF THE MINOR, I AND THE MINOR AGREE TO BE BOUND BY ITS TERMS. I HEREBY AGREE TO RELEASE FROM LIABILITY, FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS RELEASEES FOR ANY CLAIM OR SUIT ARISING OUT OF SAID MINOR'S USE OF THE RESORT OR THE SNOW TUBING FACILITY.

SIGNATURE OF PARENT OR GUARDIAN

DATE

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X

(Parent/Guardian Signature) (Print Name Clearly)

(Date)

Note that Eastern Massachusetts Buddy Werner League rules and NVSC do not tolerate unsportsmanlike conduct. If a racer acts with unsportsmanlike conduct, the racer will be disqualified. Unsportsmanlike conduct includes, but is not limited to throwing a pole or a ski, profanity, or being disrespectful of an official. The race chairmen of the participating teams will make the decision as to disqualification.

SKIERS CODE

1. People ahead of you have the right of way. It is your responsibility to avoid them.
2. Always stay in control and be able to stop or avoid other people or objects.
3. You must not stop where you obstruct a trail or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
7. Prior to using any lift, you must have the knowledge and ability to load, ride, and unload safely.
8. You must always wear a helmet.

I have read the above code with my child. He/She agrees to adhere to this code.

X _____ X _____ DATE

(Racer's Signature)

(Printed Name)

DATE

X _____ X _____ DATE

(Parent/Guardian Signature)

(Printed Nme)

DATE