

Nashoba Valley
Special Events Release

EVENT NAME: USASA Rail Jam 1/22/2012

ACKNOWLEDGMENT OF RISKS & HAZARDS, LIABILITY RELEASE & AGREEMENT NOT TO SUE

Competitor: *(Please Print)* _____ Age: _____ Sex: _____

Address: _____ City/Town: _____ State: _____ Zip: _____

1. 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 resort or the snow tubing facility. 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.

2. I understand that alpine skiing, snowboarding, other competitive and sports activities are **HAZARDOUS ACTIVITIES**. I understand that alpine skiing, snowboarding and the use of skis, snowboards, other equipment and lifts involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in the sports of alpine skiing, snowboarding and other activities including but not limited to: surface or sub-surface snow or ice conditions whether natural or machine-made, the unevenness of the surface which contains rocks, bumps, ruts, stumps, the steepness of the terrain, jumps, ramps, terrain elements and other features, whether natural or man-made, collisions with other trail users, trees, poles or objects. I understand that having a Nashoba Valley Ski Area employee present does not lessen the amount or severity of the risks of these activities. I understand that Nashoba Valley Ski Area is not responsible for my safety. It is further understood that training or competing is more **HAZARDOUS** than recreational skiing and snowboarding. Furthermore, I understand that I must keep deliberate and conscious control of my physical body, both on the ground and in the air, while properly using my equipment in variable weather, snow and terrain conditions. **Initials:** _____

3. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in these activities. **Initials:** _____

4. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of the State of Massachusetts. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims, which I may bring against the Releasees, shall be submitted to the jurisdiction of the Middlesex County and Federal Court for Massachusetts and that no claims against the Releasees shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.

5. I agree with the premise that a participant is a competitor at all times, whether practicing for competition or in competition. I agree that the competitor is always provided an opportunity to conduct a reasonable physical and visual inspection of the training, race or competition course, and I agree to physically and visually inspect the course before competing or training. I agree and understand that the competitor will be held to assume the risk of all course conditions including, but not limited to, weather and snow conditions, premises, course construction or layout, other competitors, spectators and obstacles.

6. I consent to the use by Releasees of any images, pictures (video and print), names and likenesses for commercial purposes, or otherwise, of me or my child, in connection with the activities of Releasees, without restriction as to frequency, duration or medium.

7. 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.

I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT MY SIGNATURE BELOW EXPRESSLY WAIVES ANY RIGHTS I HAVE TO BRING A CLAIM AGAINST OR SUE THE RELEASEES FOR INJURIES OR DAMAGES. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME, MY HEIRS, AND LEGAL REPRESENTATIVES.

SIGNATURE OF PARTICIPANT | PARTICIPANT'S PRINTED NAME | DATE

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 SKI AREA, THE RESORT OR THE SNOW TUBING FACILITY.

SIGNATURE OF PARENT OR GUARDIAN | DATE