

TELE SKI RELEASE

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing. If you have any questions please ask us or consult an attorney.

St. Lawrence University Outdoor Program has done everything possible to assure that our participants experience a rewarding experience. We wish to inform our participants that winter outdoor activities are not risk free. The same elements that contribute to the unique character and fun of skiing and other winter outdoor activities such as the physical exertion or the cold and snow can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of some of the possible risks. We ask that you read this, sign it, and return it to our office.

ACKNOWLEDGMENT OF RISK

I understand that I will be demonstrating or using equipment that I am probably unfamiliar with and may not fully understand. I agree to ask adequate questions concerning the use of such equipment and the operation of the equipment. I understand that using such equipment in these conditions creates a higher risk of equipment failure. I agree to not hold **St. Lawrence University** liable for any failure of the equipment to work under these conditions. I also understand and agree not to sue **St. Lawrence University** for any equipment failure, breakage or malfunction of the equipment.

Telemark skiing, backcountry skiing, randonnée skiing, cross country skiing or alpine skiing, alpine touring, skating, diagonal skiing, powder skiing, extreme skiing, classic skiing are quite different from downhill skiing. I understand there are several differences in the way the skis and binding work. I understand that these bindings do not release. In general this type of skiing has a lot of different risks than downhill skiing and I understand and accept these risks.

I understand the activity, which I am undertaking, includes a high degree of risk to Hypothermia. Hypothermia is the name for a medical condition where the core body temperature drops to a point that the body is unable to maintain and heat itself. Hypothermia can quickly result in death. I am adequately dressed for the activity and the cold weather.

I understand that I may be subject to high altitudes. I understand that this can cause shortness of breath, altitude sickness, nausea, edema, and other severe or disabling illness.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while skiing. Most of these injuries are rare and you are not likely to encounter them. However, they have occurred and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

I certify that I am fully capable of participating in this program. I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself for bodily injury, death and loss of personal property and any expenses as a result of my negligence or the negligence of **St. Lawrence University**. I also understand that **St. Lawrence University** reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in a backcountry skiing program. I am in good physical condition and able to undertake this activity.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless St. Lawrence University, their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue **St. Lawrence University**, their agents and employees for all actions, causes of action, claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of **St. Lawrence University** or my family, myself, or my heirs, against **St. Lawrence University**, arising out of participation in this program. In short, I cannot sue **St. Lawrence University** and if I do I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be New York State and governed by New York State law. The terms of this agreement shall continue and be in effect after the backcountry ski trip has ended.

As liquidated damages, I hereby agree that if **St. Lawrence University** is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay **St. Lawrence University** costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

I authorize and release to **St. Lawrence University** the use of my image in any photograph or video recording for any purpose of **St. Lawrence University**.

I have adequate health, disability and life insurance for myself.

I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or myself.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, and my family this **Date**: _____.

- By checking this box, I indicate that I have previous Telemark, back country, three pin, randenée or other alpine skiing experience.
- I do not have any medical condition that would prevent our participation in this activity except: _____.

FIRST PARTICIPANT SIGNATURE

SECOND PARTICIPANT SIGNATURE

PRINTED NAME

PRINTED NAME

ADDRESS

THIRD PARTICIPANT SIGNATURE

PRINTED NAME

PHONE: () _____ **IN CASE OF EMERGENCY PLEASE CONTACT:**

PHONE: () _____

I CARRY MEDICAL INSURANCE: ____ **YES** ____ **NO** **GROUP NUMBER:** _____

NAME OF PROVIDER: _____