

DOWNHILL SKIING 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 has done everything possible to assure that our guests experience a rewarding experience. We wish to inform our guests **Downhill Skiing** is not risk free. The same elements that contribute to the unique character and fun of **Downhill Skiing**, such as the physical exertion or the RISK, 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 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 no to sue **St. Lawrence University** for any equipment failure, breakage or malfunction of the equipment.

I understand New York State has specific laws regarding skiing and that I cannot sue under C.R.S. 33-44-101 the "Ski Safety Act of 1979" for injuries I receive skiing. Those dangers of skiing include inherent dangers which are defined by the act to include but not be limited to those dangers or conditions which are an integral part of the sport of skiing, including changing weather conditions; snow conditions as they exist or may change, such as ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut-up snow, and machine-made snow; surface or subsurface conditions such as bare spots, forest growth, rocks, stumps, streambeds, and trees, or other natural objects, and collisions with such natural objects; impact with lift towers, signs, posts, fences or enclosures, hydrants, water pipes, other man-made structures and their components; variations in steepness or terrain, whether natural or as a result of slope design, snowmaking or grooming operations, including but not limited to roads and catwalks or other terrain modifications; collisions with other skiers; and the failure of skiers to ski within their own abilities.

Telemark skiing, backcountry skiing, randonnee 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.

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 **Downhill 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 my family, including minor children and myself are fully capable of participating in a **Downhill Skiing** 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, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, 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 **Downhill Skiing** program. My family and I are 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 my families or my 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 **Downhill Skiing** program 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's** costs and attorney fees if they successfully defend such action, lawsuit or litigation.

Should any paragraph or part of this agreement be declared unenforceable by a court of competent jurisdiction, 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 my family and 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 my family and I have previous **Downhill Skiing** experience.

No one in my family or I have any medical condition that would prevent our participation in this activity except: _____.

Participant Signature

Participant Signature

Printed Name

Printed Name

Address

Address

Phone

Phone

In case of emergency please contact: _____

Phone: _____

I carry medical insurance? Yes _____ **No** _____ **Group No.** _____

Name or Provider: _____