

Program / Lesson Waiver

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.
PLEASE READ CAREFULLY!

To: Nova Ski Ltd., Nova Holdings, o/a Ski Martock and its directors, officers, employees, instructors, agents, representatives, volunteers, independent contractors, subcontractors, partners, sponsors, successors and assigns (**hereinafter collectively referred to as the "Releasees"**)

ASSUMPTION OF RISKS

I am aware that THE RELEASEES and their Cross-Country Ski, Alpine Ski, Freestyle Ski and Snowboard programs / lessons *have* in addition to the usual dangers and risks inherent in the sports of cross-country skiing, alpine skiing/freestyle skiing and snowboarding certain additional dangers and risks including, but not limited to, the danger and risk of collision with natural and man-made objects with other skiers and spectators, and I freely accept and fully assume all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom.

IMAGE RELEASE

I understand the Releasees may publish my photograph or image in promotional material (such as brochures, social media, videos & websites), without any further consent therefore and without any compensation. I waive any rights to notice or approval of any photographs or publications and agree to save and hold harmless the Releasees, their officers, directors, agents, representatives and their licensees and assigns from any claim or liability in connection with the use of photographs and publications as aforesaid or by virtue of any alteration, processing or use thereof in composite form, whether intentional or otherwise.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees permitting my participation in "the Program" and permitting my use of the lifts, ski runs, trails, freestyle terrain, race courses, restaurants, day lodge, club house and other ski area facilities (hereinafter "the facilities"), and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I may have against **THE RELEASEES**, and **TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY** for any loss, damage, injury or expenses that I may suffer as a result of my participation in the Program due to any cause whatsoever, **INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, BREACH OF CONTRACT, BREACH OF STATUTORY DUTY OF CARE OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, SNS 1996 C.27 ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO TAKE REASONABLE STEPS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGES AND HAZARDS REFERRED TO ABOVE;**

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability from property damage or personal injury to any third party, resulting from my participation in the Program or use of the Ski Area and its facilities; AND THAT, this Release of Liability shall be effective and binding upon my heirs, next of kin, executors, administrators and assigns in the event of my death or incapacity;

I am the full age of 19 years and I have read and understood this Release of Liability prior to signing it, and I am aware that by signing this Release of Liability I am waiving certain legal rights which I, or my heirs, next of kin, executors, administrators and assigns may have against the releasees.

Name of Participant (print clearly)	Date of Birth (mm/dd/yy)	Signature Signature of parent or guardian if participant is under 19	Current Date (mm/dd/yy)	Program/Lesson
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Witness _____

Phone _____ Emergency Phone _____

THIS AGREEMENT MUST BE COMPLETED IN FULL, DATED AND SIGNED BY THE PARTICIPANT (AND PARENT OR LEGAL GUARDIAN IF NECESSARY) AND DULY WITNESSED, BEFORE THE PARTICIPANT WILL BE PERMITTED IN THE PROGRAMS.