

**LABRADOR MOUNTAIN TRAINING CENTER
ACKNOWLEDGEMENT & ASSUMPTION
OF RISK AND LIABILITY**

1. The foregoing registrant enrolled in a Training Center Program at Labrador Mountain (here in after referred to as owner) is subject to rules and regulations of the owner and it's agents and hereby agrees to accept such rules and regulations.

2. The registrant acknowledges that skiing/snowboarding, aerial maneuvers, ballet, moguls, freestyle, racing, terrain park, pipe rails, travel and other snow and related activities are hazardous activities, and that he/she has made a voluntary choice to participate in those activities despite the risks that they present. In consideration of his/her being permitted to participate in the event named above, registrant agrees to assume any and all risks of injury or death, which might be associated with or result from his/her participation in this event.

In consideration of receiving permission to take part in the program, I agree to defend, indemnify, release and hold harmless the sponsors, promoters, instructors, volunteers, ski area operator, the officials, property owner(s), the county, state and federal governments and any other involved municipalities, or public entities and their respective agents and employees from any and all claims I might state as a result of physical injury, including death or property damage sustained in connection with the program, including those claims based on negligence or breach of warranty.

I promise not to sue and further agree that if anyone is physically injured or property is damaged while I am engaged in this program, I will have no right to make a claim or file a lawsuit against the released parties. I agree to defend and indemnify the released parties for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I may cause

3. The registrant understands that the owner assumes no responsibility for any other activities undertaken by the registrant.

4. The registrant has carefully read and understands this agreement and all of its terms. I understand that this acknowledgement and assumption may affect legal claims for damages in the event of my death or any injury to me. I nevertheless enter into the agreement freely and voluntarily and agree that it is binding upon heirs, my assigns, legal representatives and me.

5. The registrant agrees that the terms of this agreement will be binding upon him/her and shall be governed by the laws of New York State and that the terms of this document shall be admissible in evidence as a binding legal document between registrant and owner. **HELMET MUST BE WORN.**

6. If I am signing this liability Release on behalf of a minor (less than 18 years of age) (the "CHILD"):

- I represent that I am the parent and/or legal guardian of such Child, and that the CHILD is in good health and there is no Special problems associated with the care of the CHILD.
- I accept responsibility and agree to indemnify the Released Parties for all the CHILD'S medical expenses incurred In connection with the Program.
- I agree to defend and indemnify the Parties for an and all claims whatsoever brought by a third party arising in connection With the CHILD.
- I acknowledge that I am signing the Release of Liability on behalf of the CHILD, and that the CHILD will be bound by all terms Of this Release of Liability.

7. I authorize a licensed physician and/or other medical care provider to carry out any emergency medical care of the CHILD. I agree to pay All cost associated with all medical treatment and related transportation for my CHILD.

8. **This Release of Liability supersedes any other agreements or representations by or between the parties and is governed by the laws of The State Of New York and is intended to be interpreted as broadly as possible. I agree that exclusive jurisdiction and venue for any Legal action shall be in the local district courts or the federal court of the State of New York. If any part of this agreement is Found to be unenforceable, all other Parts shall be given full force and effect.**

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, AND SIGNING IT OF MY OWN FREE WILL.

Signed on this date: _____

Witness: _____

X _____
Signature of participant

Printed name of participant

X _____
Signature of parent or guardian
(If participant is less than 18 years of age)

Printed name of parent or guardian
(If participant is less than 18 years of age)