

SKI THE EAST FREERIDE TOUR
EXPRESS ASSUMPTION OF RISKS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I ACKNOWLEDGE that extreme skiing & snowboarding have many risks and hazards, and that I have made a voluntary choice to participate in those activities despite the extreme risks that they present. Be alert to the many inherent hazards of alpine sports including, but not limited to, the ever changing weather and surface conditions, the existence of natural objects on and off the venue, and collisions with competitors, spectators, snow vehicles, and event equipment.

I am fully aware that all forms of alpine competitions are especially hazardous, filled with high risks and that falls, collisions, and serious injuries can and often occur during these activities. I understand that this event will take place on steep, icy, and bumpy terrain filled with natural features and that only I know if I have the skill, experience, and dexterity to successfully complete my run safely. I understand and acknowledge that I will be given the opportunity to inspect the venue prior to the competition and have been advised to do so. As a condition of being allowed to participate in this event, I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which occurs during a Ski The East Freeride Tour event, and arising from my participation in such winter sports activities and the inherent risks of such activities as they are defined herein.

I further agree that the phrase "inherent risks" means those risks which are listed in this agreement, or those that can reasonably be inferred there from. I also agree that these risks are both obvious and necessary to these activities. Therefore, in consideration thereof I expressly agree that I will not make any claim nor bring any suit for any damages, injury, or death to myself, which results from any such inherent risks, as I agree they are defined herein. I also agree, that in the event that anyone makes any claim against Ski The East Freeride Tour or any of its owners, officers, directors, affiliates, shareholders, agents, and/or employees, as a result of any of my activities during a Ski The East Freeride Tour event, that I will indemnify and hold harmless Ski The East Freeride Tour from such claims.

I further agree that any claim that I may at any time bring for any reason against Ski The East Freeride Tour shall be submitted to the jurisdiction of the State or Federal Court in the State of Vermont and no other jurisdiction and shall be governed by Vermont law.

I agree that if any portion of this Agreement is determined to be unenforceable by a court of law, all other parts of this Agreement shall remain in full force and effect and that the conditions and covenants herein shall be binding on my heirs and assigns.

PHOTOGRAPHIC RELEASE

Participant hereby gives Ski The East Freeride Tour permission to publish my image and/or name electronically, in printed media, video, and photographs. I acknowledge the right of Ski The East Freeride Tour to make use of any imagery produced in connection with this event. I further consent to the use of said imagery for any commercial purposes.

NAME (Print): _____ AGE: _____ GENDER: M F

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

COMPETITOR'S SIGNATURE: _____

COMPETITOR'S EMAIL: _____

PARENT / GUARDIAN RELEASE

As a parent/guardian of the minor participant, I have the authority to sign this agreement and I hereby indemnify Ski The East Freeride Tour for awards and legal expenses, including reasonable attorney's fees and settlements arising out of the competitor's participation in this event.

PARENT / GUARDIAN SIGNATURE: _____