

SHAWNEE PEAK PARTICIPANT AGREEMENT

(Please Read Carefully Before Signing)

GROUP / PROGRAM NAME: Windham Park & Recreation / Early Release Day at Shawnee Peak

Participant Name _____ Age _____ DOB _____

Email _____

Address _____

City _____ State _____ Zip _____

Home Phone _____ Mobile Phone _____

Parent/Guardian Name (If Participant under 18) _____

Parent/Guardian Email _____

Participant's Health Insurance Company/Policy Number _____

Medical Alert (i.e. drug allergies, seizures, etc.) _____

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

Participant has permission to participate in the 2021-2022 SHAWNEE PEAK GROUP / MULTI-WEEK SKI PROGRAM. Participant acknowledges that enrollment in the ski program does not in any way eliminate the inherent risks of skiing or snowboarding. Participant further acknowledges that use of or presence on the ski area and facilities of Shawnee Peak, including use of lifts and participation in skiing, snowboarding, tubing, and other winter recreational activities (collectively "skiing") may be HAZARDOUS ACTIVITIES. Participant must keep deliberate control of his/her body, must ski within his/her own ability, must comply with the Skier's Responsibility Code and warnings posted at the ski area, and is solely responsible for his/her speed and direction at any given time. Participant acknowledges and assumes all risks of personal injury, death, or damage of any kind arising from the common and ordinary risks to participation in these activities, including but not limited to: constantly changing weather, snow, ice, rocks, forest growth, debris, bare spots, variations in terrain, moguls, jumps, freestyle terrain, and other surface conditions, falls, other skiers, collisions, lifts, lift towers, snowmaking and other resort equipment which may be operating at any time, natural and manmade objects, obstacles, hazards, and the inherent risks of skiing. Participant, on his/her own behalf and on behalf of all heirs, executor, and assigns AGREES VOLUNTARILY TO ASSUME ALL RISKS of personal injury, death, or damage of any kind.

LIABILITY RELEASE, INDEMNITY, HOLD HARMLESS, and AGREEMENT NOT TO SUE

In consideration of being permitted to the ski area and facilities of Shawnee Peak, Participant agrees on his/her own and on behalf of all heirs, executors, and assigns and, if applicable, my minor children or wards, to RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND, Shawnee Peak Holdings LLC, and its owners, operators, assigns, affiliated companies, agents, volunteers, employees and insurers (collectively, the "RELEASEES") from any and all legal liability, including legal fees and costs, for personal injury, death, or damage of any kind sustained in connection with Participant's use and, if applicable, Participant's minor children's or ward's use, of the RELEASEES' facilities, for any reason and under all circumstances. THIS LIABILITY RELEASE INCLUDES ANY AND ALL CLAIMS BASED ON ALLEGED NEGLIGENCE OR BREACH OF WARRANTY BY THE RELEASEES. Participant further agrees NOT TO SUE the Releasees for any claims arising from use of the ski area and facilities of Shawnee Peak. Participant agrees that any claim or suit is governed exclusively by the laws of Maine and may be brought only before the State or Federal Courts of Maine, and agrees that if any term of this contract is deemed unenforceable all other terms remain fully enforceable.

Participant's Initials: _____ Date: _____

Parent/Guardian's Initials: _____ Date: _____

OTHER CONDITIONS

Participant acknowledges that season duration or frequency of use is NOT GUARANTEED due to WEATHER and SNOW CONDITIONS, or any other reason or cause. Participant agrees to refrain from reckless skiing or other misconduct. Participant understands that his/her participation in the ski program is not refundable and not transferrable. Participant hereby grants permission to Shawnee Peak Ski Area to use his/her image(s), picture or other likeness(es), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.

Participant authorizes Shawnee Peak to call for medical care and/or transportation if deemed necessary by Shawnee Peak. Participant also authorizes the attending healthcare providers to administer necessary medical attention and agrees to pay all costs associated with such care and related transportation

CHECK THIS BOX IF PARTICIPANT IS RENTING EQUIPMENT. IF PARTICIPANT IS RENTING EQUIPMENT THEN THE RENTAL EQUIPMENT ACKNOWLEDGMENT AND LIABILITY RELEASE APPLIES.

RENTAL EQUIPMENT ACKNOWLEDGEMENT AND LIABILITY RELEASE

1. Participant acknowledges and agrees that he/she has accurately represented his/her skier/rider information on the rental equipment form, including Participant’s height, weight, age, and ability, and the information is true and correct. Participant represents and agrees that he/she will be the only person using the equipment during the rental period.
2. Participant further agrees to verify that the visual indicator settings to be recorded on the rental equipment form for downhill ski equipment, and skiboards equipped with release bindings, agree with the numbers appearing in the visual indicator windows on the equipment rented from Shawnee Peak.
3. Participant UNDERSTANDS THAT THE BINDING SYSTEM CANNOT GUARANTEE THE USER'S SAFETY. In downhill skiing, and skiboarding with skiboards equipped with release bindings, the binding system will not release or retain at all times or under all circumstances where release or retention may prevent injury or death, nor is it possible to predict every situation in which the binding system will release. In snowboarding, cross-country skiing, skiboarding with skiboards equipped with non-release bindings, snowshoeing and other sports utilizing equipment with non-release bindings, the system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.
4. Participant UNDERSTANDS THAT A HELMET DESIGNED FOR SNOWSPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. Participant recognizes that serious injury or death can result from both low and high energy impacts, even when a helmet is worn. PARTICIPANT UNDERSTANDS AND IS AWARE THAT NO HELMET CAN PROTECT THE WEARER FROM ALL IMPACTS.
5. Participant will not use any of the equipment provided to him/her during this transaction until he/she have received instruction on its use and function, and Participant acknowledges that he/she has had an opportunity to seek instruction on the use and function of the equipment.
6. Participant accepts AS IS the rental equipment provided by Shawnee Peak and accepts full financial responsibility for the care of the equipment while it is in Participant’s possession. Participant will be responsible for the replacement at full value of any equipment rented, but not returned to the rental facility. Participant agrees to return all rental equipment by the agreed date. Participant acknowledges that there are no refunds for rental equipment.
7. Participant Agrees VOLUNTARILY TO ASSUME ALL RISKS including the risk of personal injury, death or property damage which may relate in any way to the use of the rental equipment at Shawnee Peak.
8. In consideration of being allowed to use the rental equipment at Shawnee Peak, Participant agrees on his/her own and on behalf of all heirs, executors, and assigns and, if applicable, my minor children or wards, to RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND RELEASEES (as defined above in this Participant Agreement) and equipment manufacturers and distributors from any and all RESPONSIBILITY OR LEGAL LIABILITY for personal injury, death, or damage of any kind sustained in connection with the use of the rental equipment at Shawnee Peak for any reason and under all circumstances. THIS LIABILITY RELEASE INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS BASED ON ALLEGED NEGLIGENCE OR BREACH OF WARRANTY. Participant further agrees NOT TO SUE the Releasees, equipment manufacturers or distributors for any claims arising from use of the rental equipment at Shawnee Peak.

Participant’s Initials: _____ Date: _____

Parent/Guardian’s Initials: _____ Date: _____

PARTICIPANT AGREEMENT SIGNATURE PAGE

I HAVE CAREFULLY READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS PARTICIPANT AGREEMENT AND I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT.

Participant's Name (in print)

DOB

Participant's Signature

Date

PARENT / GUARDIAN AUTHORIZATION

As a parent/guardian with legal responsibility for the minor participant in the ski program identified above, I verify that I have authority to enter into this Agreement on behalf of the minor participant. I have read, understand, and agree that the minor participant, ward, and anyone acting on his/her behalf, including me, is bound by the terms of this Agreement.

Furthermore, if any claim or action, including any claim alleging **NEGLIGENCE** is brought by my minor child, ward, or anyone claiming to act on their behalf, against any **RELEASEES**, I agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND RELEASEES** for any and all expenses incurred by **RELEASEES** in defending and/or satisfying any judgment, including legal fees. In the event I cannot be reached at the telephone number listed below, I authorize Shawnee Peak to call for medical care and/or transportation of my minor child or ward if deemed necessary by Shawnee Peak. I also authorize the attending healthcare providers to administer necessary medical attention and agree to pay all costs associated with such care and related transportation.

Parent / Guardian's Name (in print)

DOB

Parent / Guardian Signature

Date