

**Nub's Nob Ski Area Continuing Release of Liability & Indemnity Event/
Competition Release Agreement
2019 – 2020: Adult 18 & Over**

IMPORTANT - PLEASE READ CAREFULLY!

I, _____, being over the age of eighteen (18) years and being desirous to enter this event/competition, and to utilize Nubs Nob facilities for this event/competition and for skiing, snowboarding and snow sports activities in general, HEREBY ACKNOWLEDGE ON A CONTINUING BASIS AS FOLLOWS:

- 1) I acknowledge that skiing, snowboarding, event competitions and other snow sport activities are potentially hazardous activities that involve many risks and dangers, including but not limited to: injuries that can result from variations in terrain; snow or ice conditions; bare spots; rocks, trees and other forms of natural growth or debris; collisions with ski towers and their components, with other skiers, snowmaking or snow-grooming equipment. I know also that there is a risk of damage to my ski equipment and/or my clothing by participating in events/competitions, skiing, snowboarding and snow sports activities in general.
- 2) I acknowledge that I am the sole judge of my abilities as to skiing and snowboarding and participating in events/competitions and agree to conduct myself within the limits of my individual abilities and agree not to ski/ snowboard/ compete or participate in snow sports activities in a manner outside of my abilities or in a manner that might cause or contribute to injuries to myself or others, or cause damage to property.
- 3) I acknowledge and understand that I must inspect the event/ competition elements, terrain, and features before I ski or snowboard/ ride over them to evaluate the risks and degree of difficulty before participating in the event/ competition. I am solely responsible knowing and understanding my ability to participate in event/ competitions. I agree that I will not participate in the event/ competition unless I am completely satisfied with the safety of the conditions.
- 4) I acknowledge that I am physically and fully capable of participating in ski/ snowboard event(s) or competition(s).
- 5) In consideration of my use of Nub's Nob facilities and participating in events/ competitions, skiing, snowboarding and snow sports activities in general, I agree that Nub's Nob and its employees, officers, representatives, directors, shareholders, agents and vendors or anyone associated with Nub's Nob will not be liable for the loss, injury or death related to my participation in skiing, snowboarding competition activities, or my skiing or snowboarding activities in general. I hereby agree and release Nub's Nob from any and all of my activities at Nub's Nob, including, but not limited to, skiing and snowboarding, events/ competitions, and other snow sport activities. **I agree not to sue Nub's Nob.**

_____ (Initial Here)

- 6) In further consideration, I agree to **Release, Hold Harmless, Indemnify, and Defend Nub's Nob** and its employees, owners, officers, representatives, directors, shareholders, agents and vendors or anyone associated with Nub's Nob from and against any and all lawsuits, claims, actions, losses and damages that I have or perceive myself to have against Nub's Nob, including but not limited to allegations of negligence, carelessness, breach of contract, breach of statutory duty or other duty of care. I further agree to Indemnify, Hold Harmless and Defend Nub's Nob from damage, costs or expenses, including actual attorney fees and costs, without limitation which Nub's Nob sustains as a result to or related to any claims that I have or perceive myself to have against Nub's Nob.

_____ (Initial Here)

- 7) I acknowledge that I have read the Skier/Snowboard Responsibility Code and understand the responsibilities it imposes upon participants in this inherently dangerous sport.

I have carefully read the above agreement, release and indemnity agreement and understand it is a contract which applies to all events during the ski season and acknowledge all its implications as a result of these contests and the contractual responsibility I accept by signing below.

Dated: _____ Signed: _____ D.O.B.: __/__/__

Print name: _____ Telephone #: _____ AGE _____

REVISED 9/26/19 Address : _____ Gender _____

City: _____ State _____ Zip _____