

# 2024 Night Race



## SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AGREEMENT

I, \_\_\_\_\_, (hereinafter referred to as “PARTICIPANT”) understand and acknowledges that the KIRKWOOD SKI EDUCATION FOUNDATION, also known as, the KIRKWOOD SKI TEAM is an entity involved in ski racing, skiing and other winter sports activities for which Participant has voluntarily agreed to participate in, including, but not limited to, ski race training, ski races, use of training facilities, such as the training room, training locker room and the ski slopes, and understands and agrees to the following:

1. PARTICIPANT understands and is aware that participating in winter sports, including but not limited to ski racing, skiing, freeride, banked slalom, sledding and/or snowboarding are HAZARDOUS ACTIVITIES involving INHERENT AND OTHER RISKS that may cause injury, death or damage to property. These HAZARDS include, but are not limited to; transportation to and from racing events or training; equipment failure or malfunction; variation and/or steepness of terrain; variation or changes in snow surface, including but not limited to ice, bare spots, rocks, stumps, debris, cliffs, padded barriers, subsurface of snow, trees, light poles, signs, buildings, roads, walkways, ramps, stairs, pyramids, bowls, half pipes, jumps, padded and non-padded barriers; variation of weather conditions that may cause injuries, such as frost bite, heat exhaustion, sunburn, hypothermia and dehydration; negligence of the PARTICIPANT, or others, including, but not limited to instructors, coaches, volunteers, other participants, other skiers or boarders and/or lift attendants; impact or collision with other participants, skiers, spectators, facility employees, facility equipment, motor vehicles, grooming equipment, snow cats, snow machines, snow making equipment, buildings, ski race equipment; and, dangers associated with exposure to the natural elements, including but not limited to, avalanches, rock falls, inclement weather, thunder, lighting, severe wind, temperature and other weather conditions.

2. PARTICIPANT understands and is aware that the above description of risk is not complete and unknown or unanticipated risk may result in injury, illness, death or property damage.

**3. IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN THE ABOVE DESCRIBED ACTIVITIES, PARTICIPANT AGREES TO WAIVE ANY AND ALL CLAIMS AGAINST, AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE, Kirkwood Ski Education Foundation/Kirkwood Ski Team, Vail Resorts, Inc., The Vail Corporation, Heavenly Valley, Limited Partnership, the landowner, the equipment manufacturer, and each of their respective parents, affiliates, and each of their respective insurance companies, successors in interest, sponsors, agents, employees, representatives, assignees, officers, directors, and shareholders (each, a Released Party”) FROM ANY AND ALL LIABILITY and/or claims for injury or death to persons or damage to property arising from participation in the activities, INCLUDING THOSE INJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY’S ALLEGED OR ACTUAL NEGLIGENCE (including failure to take responsible steps to protect against the risks of the activities) OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.**

4. PARTICIPANT agrees that PARTICIPANT enters into this agreement without relying upon any oral and/or written representations made by the KIRKWOOD SKI EDUCATION FOUNDATION/KIRKWOOD SKI TEAM.

5. PARTICIPANT agrees that this release shall be binding pursuant to the laws of the State of California. If any provision of the release is found to be unenforceable, the remaining terms shall be enforceable.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND IT'S TERMS. I UNDERSTAND THAT I AM GIVING UP LEGAL RIGHTS BY SIGNING THIS AGREEMENT AND I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY.**

\_\_\_\_\_  
Name of Adult Participant

\_\_\_\_\_  
Signature of Adult Participant

\_\_\_\_\_  
Date

**FOR PARTICIPANTS OF MINORITY AGE:** I certify that I am the Parent, Guardian or Temporary Guardian with legal responsibility for this participant and do agree and consent to all the terms set forth above and understand that this agreement is an **AGREEMENT TO EXPRESSLY ASSUME THE RISK** of the above described activities and also agree to **RELEASE FROM LIABILITY, WAIVE ANY CLAIMS AND TO HOLD HARMLESS AND INDEMNIFY** the KIRKWOOD SKI EDUCATION FOUNDATION AND THE KIRKWOOD SKI TEAM, Heavenly Valley, Limited Partnership and all of its affiliates as a released party, from any and all claims for injury, illness, death or property damage for the PARTICIPANT, myself, my heirs and/or assigns.

\_\_\_\_\_  
Name of Participant

\_\_\_\_\_  
Age of Participant

\_\_\_\_\_  
Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date