

THUNDER RIDGE SKI AREA 2018-2019 SEASON SNOWSPORTS SCHOOL LESSON PROGRAM LIABILITY RELEASE

STUDENT NAME:	_____	/	_____	/	_____	Age
	First		Last		MI	
STREET:	_____					
CITY:	_____			STATE:	_____	
				ZIP:	_____	

In consideration of being permitted to use the facilities operated by 103 Gleneida Ave LLC (a/k/a Thunder Ridge Ski Area), in connection with the Ski/Ride School, Group Lessons, Private Lessons or Clinics (hereinafter the "SKI SCHOOL"), I expressly acknowledge and agree as follows:

1. I have read and understand the "Duties of Skiers", "Duties of Passengers" and "Duties of Skiers With Respect to inherent risks" under the New York State safety in skiing code (Article 18 of the New York General Obligations Law) and agree to observe them.
2. **Please be aware, children in lessons may ride lifts by themselves or with other skiers.** I recognize and explicitly acknowledge that skiing is a hazardous sport. I agree to accept all legal responsibility for any personal injury, death, or property damage which results from the use of the facilities at Thunder Ridge Ski Area, or participation in Ski School, including but not limited to personal injury, death or property damage which results from skiing. Such risks include, but are not limited to, the following: inability to successfully navigate jumps; loss of control during jumps; awkward or unintended landings; slips and falls; colliding with others, which could cause strains, sprains, broken bones, and head injuries; cuts, abrasions, and bruises; hidden obstacles; distractions related to bystanders or other participants; equipment failure; operator error; limited visibility because of weather conditions; negligence, including your negligence, the negligence of bystanders or other participants, and the negligence of other persons present; your physical condition; and the physical exertion associated with this activity. I further agree that the phrase "inherent risks" means those risks which are listed above, or those that can reasonably be inferred therefrom.
3. **I HEREBY AGREE NOT TO SUE** 103 GLENEIDA AVE LLC (A/K/A THUNDER RIDGE SKI AREA), THEIR OWNERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES AND AGENTS AND ALL OF THEIR OFFICERS AND DIRECTORS AND THE SPONSORS AND DISTRIBUTORS AND THEIR SUCCESSORS INTEREST (HEREINAFTER INDIVIDUALLY AND COLLECTIVELY IN ALL COMBINATIONS "RELEASES" OR "INDEMNIFIED PARTIES") FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THE SPORT OF SKIING, PARTICIPATION IN SKI SCHOOL, AND /OR MY USE OF THE FACILITIES AT THUNDER RIDGE SKI AREA.
4. I further agree for myself, my successors, heirs, assigns, executors and administrators **to indemnify and hold the Indemnified Parties harmless** from all claims and suits for personal injuries, death or property damage arising out of my participation in Ski School and/or my use of the facilities at Thunder Ridge Ski Area. Thus, I will pay to each Indemnified Party against whom such a claim is asserted all costs and legal fees expended to defend such claims as well as any sum of money paid to claimant by the Indemnified Parties as a result of judgment or settlement. I recognize and understand this indemnification provision is distinct from and independent of the release provisions. Accordingly, this indemnification provision will apply whether or not for any reason the release provisions are held invalid or inapplicable in whole or in part to any claim asserted.
5. I agree that all disputes under this contract and/or lawsuits arising from use of the facilities at Thunder Ridge Ski Area shall be litigated exclusively in the Supreme Court of the State of New York, County of Putnam, or in the United States District Court for the Northern District of New York.

I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND INDEMNIFICATION AGREEMENT AND SIGN IT VOLUNTARILY.

SIGNATURE OF PARTICIPANT	PARTICIPANT'S PRINTED NAME	DATE

Participants Under 18 Years of Age: As parent/guardian signing this agreement for the above named minor, I acknowledge and agree that I have read the above Release of Liability and that by signing this Release on behalf of the minor, I and the minor agree to be bound by its terms. I hereby agree to **RELEASE** from liability, forever discharge, indemnify and hold harmless RELEASEES for any claim or suit arising out of said minor's participation in Ski School and/or their use of the facilities at Thunder Ridge Ski Area.

SIGNATURE OF PARENT OR GUARDIAN	DATE