

Wisp Kids Programs Release, Indemnification and Hold Harmless Agreement

I understand that skiing/snowboarding is a hazardous sport involving inherent and other risks of injury to any and all body parts of my child, including death and is a purely voluntary activity that my child and I can freely choose not to participate. I further understand that injuries in the sport are a common and ordinary occurrence, and I freely accept and assume all risk of injury and death that may result while the child's named _____ is enrolled in any Wisp Resort Children's Program.

I understand and approve that my child may ride a ski lift with or without an adult present in the same seat. I, on behalf of myself, my children, heirs, executors or assigns, hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in this activity regardless of any negligence of Wisp Resort or any of its employees or agents. I also agree, while at Wisp, it is possible that my photograph may be taken by a Wisp photographer to be used in various publications. I authorize transportation to a medical facility and do hereby consent to medical treatment by a physician on duty in the emergency room for the above named child in the event of an accident or illness if I the Parent/guardian cannot be contacted immediately. I agree to pay any expenses incurred.

Parent or Guardian Signature _____ Date _____

Equipment Rental Release, Indemnification and Hold Harmless Agreement

My child will receive the equipment listed on this agreement and will be instructed on its use and function. I verify that I have accurately stated my child's personal and all other information on this form and that it is true and correct. A Wisp Resort Rental Technician will verify that the visual indicators on the bindings are the same as those designated below. If at any time the equipment is not functioning properly, it will be returned for inspection, repair or adjustments. I understand and am aware that all forms of Alpine, Nordic and snowboard skiing, including the use of lifts, load and unload areas, is a **dangerous sport**. These risks include but are not limited to, variations in snow, steepness and terrain, trail side drop-offs, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, utility lines, pipes, poles and guy wires, snowmaking and grooming equipment and component parts, trail fences and control nets and the absence of such fences and nets, rails, jumps, terrain park features and other forms of natural or man-made obstacles on and/or off designated trails, as well as collisions with equipment, obstacles or other skiers. In addition, trail conditions vary constantly because of weather changes and skier use. These are some of the risks of skiing. All of the inherent and other risks of skiing present the risk of serious and/or fatal injury. I understand that the skiing equipment/boot/binding system **cannot release** in all situations where release may prevent injury, that it is not possible to predict every situation where it will or will not release, and therefore it **cannot guarantee** my safety. In snowboarding, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation. These are only some of the risks of skiing. All of these and other risks of skiing present the risk of serious and/or fatal injury. I accept the use of the above outlined ski equipment, as is, with no warranties, express or implied. **I agree to assume the risk of injury to my child while participating in this activity even if the ski equipment itself is defective.** I will be responsible for the replacement, at full retail value, of any equipment rented under this agreement, which is not returned to this location by the agreed date. **In consideration of using Wisp Resort facilities I, on behalf of myself, my children, heirs, executors or assigns, hereby unconditionally release from all liability, indemnify and hold harmless Wisp Resort and its owners, representatives, agents, affiliates, partners, officers, directors, servants and employees of and from any claims for damage, injury, or death resulting from participating in these activities as well as the equipment manufacturers and distributors, for any loss or damage I may cause to person or property while engaged in skiing.** This provision includes any loss or injuries that result from damages related to the use of the ski equipment or the ski lifts. In the event that I file a lawsuit against **Wisp Resort**, I agree to do so solely in Garrett County, Maryland, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state.

I have read the above Contract and Release of Liability agreement and fully understand it. I understand that skiing is a purely voluntary activity and that Wisp Resort would not allow me or my minor children to participate in skiing if I did not agree to the provisions of this Release from Liability. I recognize that I am free not to participate in skiing and can reject this Release of Liability on behalf of myself and my minor children, but I have voluntarily chosen to sign it.

Print Child's Name: _____ Circle One: **Ski** or **Snowboard**

Age: _____ Child's Shoe Size: _____ Child's Height: ____ ft. ____ in. Child's Weight: _____ lbs.

Parent or Guardian Signature _____ Date _____

INTERNAL USE ONLY

Boot Size/Type: _____ Boot Sole Length: _____ mm Ski/Board Length: _____ DIN: _____

Boot Fitter Initials: _____ Tech Initials: _____

