

**Attitash Mountain Resort and/or Wildcat Mountain**  
**Acknowledgement and acceptance of risk and liability release**

**WARNING:** All forms of alpine sports activities are hazardous, with many inherent risks. These activities require the deliberate control and good judgment of the participant. Falls and injuries are a common occurrence of all alpine sports activities, including these Perfect Turn (aka ski school) clinics. As a participant, you or your child will be continually challenged in these clinics by performing difficult maneuvers. During the clinics you or your child may progress or regress.

Should you or your child sign up for an advanced clinic and/or progress to the extent of receiving instruction on freestyle terrain, including tree skiing and riding and terrain park and half-pipe maneuvers, be advised that these advanced clinics offer even more challenges than regular clinics such as:

- Tree skiing and riding clinics require participants to maneuver in and around trees, sometimes on very steep, un-groomed terrain. *Initials* \_\_\_\_\_
- Terrain park and half-pipe maneuvers may require participants to launch off large jumps and the near vertical wall of the half-pipe, at times achieving significant altitude. *Initials* \_\_\_\_\_

I acknowledge the enhanced risk of serious injury to me or my child from all of these activities. *Initials* \_\_\_\_\_

I agree that the inherent risks of alpine sports activities include, but are not limited to, the challenges listed in the **WARNING** section above in addition to: changing weather, visibility, surface and sub-surface conditions, such as ice and bare spots; trees, lift towers, fences, signs, posts, lift mazes, hydrants and pipes; snow grooming equipment, snowmobiles and other man-made objects; variations in terrain whether natural or manmade, slope design, and collisions with other skiers and riders. I further agree that the phrase "inherent risks" means those risks which are listed in this agreement, or those that can reasonably be inferred there from, and I agree these risks are both obvious and necessary to these alpine sports activities.

I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which occurs at Attitash and/or Wildcat and which results from the inherent risks of such activities. Therefore, in consideration of all of the above, I agree that I will not make any claim nor bring any suit for any damages, injury or death to myself or my child that result from any such inherent risks as I have agreed they are defined herein. I also agree, that in the event that anyone makes any claim against Attitash and/or Wildcat or any of its officers, directors, shareholders, agents, and/or employees, as a result of any of my activities or my child's activities on their premises or the use of their facilities, I will indemnify and hold harmless from such claims.

This contract may also be pled as an affirmative defense to any claim that I might make as a result of any damage, injury, and/or death that I or my child may sustain as a result of participation in these clinics and caused by the inherent risks of alpine sports activities. I further agree that this contract is binding upon me, my heirs and assigns.

To the extent that I am signing this document on behalf of any minor, I represent and guarantee that I have full authority to do so, realizing the full binding effect of this contract on them, as well as on myself. I further agree to indemnify and hold harmless Attitash and/or Wildcat for any claims, brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was in these clinics, and for all awards, legal fees and expenses and settlements, including attorney's fees, which result from such claim.

I acknowledge that I have read, agree with, and understand the terms of this document and that I am signing it freely and that the terms of this contract state that I expressly assume all risk of damages, injury, and/or death resulting in any way from any inherent risks of the sport in which I or my child may participate at Attitash and/or Wildcat. I also agree to abide by the terms of any rules of conduct for sports participants posted at Attitash and/or Wildcat or contained in its seasonal trail guides and brochures, including but not limited to Your Responsibility Code and Smart Style.

- If my child's equipment malfunctions, I authorize Attitash and/or Wildcat staff to select and sign for rentals from our shop.
- In the event of a medical emergency or injury, I authorize Attitash and/or Wildcat staff to call a doctor and/or transport my child to a medical facility. (Attitash and/or Wildcat staff will attempt to contact you in case of emergency.)
- I authorize Attitash and/or Wildcat staff to apply sunscreen lotion to my child.
- I authorize Attitash and/or Wildcat staff to supervise transport of my child by van and public bus to other locations within the Attitash Resort, including Bear Peak and to and from Wildcat or Attitash.
- Participants in this clinic will not always ride the ski lifts with a Ski Pro or an adult and may ride alone, or with another child. If you want your child to always ride with an adult, you must arrange for private clinics.

If any portion of this agreement is deemed unenforceable, the remainder shall be given full force and effect.

\_\_\_\_\_  
Parent or Guardian: please sign above

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent of Guardian: please print your name above

\_\_\_\_\_  
If applicable, please print child's name above