

# *SkiVenture Inc.*

## *Guest Waiver Form*

### **SkiVenture Liability and Guests**

SkiVenture is a private ski area located at 3347 Johnson Road Glenville New York that is inspected yearly by a New York State inspector. SkiVenture members are allowed to bring guests but SkiVenture does not carry liability insurance for its members or its guests. Everyone at SkiVenture must ski / enter the property at their own risk. All guests must sign both the guest form located in the Main A frame Lodge and this waiver of liability form before skiing at SkiVenture. If a guest is under the age of 18 the parent or guardian must sign the form. We cannot guarantee complete safety when skiing; accidents are always a possibility. The parents of injured minors are going to be much more understanding if they were present and knew that an accident couldn't be avoided. To assure continued operation of SkiVenture, your complete cooperation and understanding is required concerning all operating procedures.

SkiVenture is not a commercial ski area and does not have Ski Patrol personnel present. Although the lifts and safety devices are inspected yearly by a NY State inspector, all of the responsibility of skiing, terrain, and any other conditions associated with entering the club land and associated buildings are solely the responsibility of the guest.

### **RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK INDEMNITY AGREEMENT**

**IN CONSIDERATION** of being permitted to enter upon, be present at, and use the (**SkiVenture INC.**), property (hereinafter referred to as the "Premises"), from the date hereof and for any and all dates thereafter, for any and all purposes and activities including, without limitation, the operation, engagement, racing (competitive or otherwise), or maintenance of any motorized mode of transportation, including without limitation, snowmobile and motorcycles, any and all other activity incidental thereto, including without limitation the passive, casual, or active observance of any of the aforementioned purposes and activities (hereinafter collectively referred to as the "Activities"). The undersigned, on behalf of the undersigned, the undersigned's personal representative, heirs, next of kin, and any and all other persons using the premises for the Activities as a guest of the undersigned (hereinafter collectively referred to as the "Undersigned").

1. Acknowledges, agrees, and represents that immediately upon entering the Premises the Undersigned shall continuously thereafter, inspect every area of the Premises which the Undersigned enters, and the Undersigned further agrees and warrants that, if at any time, the Undersigned is in or about any part of the Premises and feels anything to be unsafe, the Undersigned will immediately advise a representative, employee, or agent of the owner of the Premises of such and if necessary will leave the Premises and/or refuse to participate in the Activities.
2. Hereby **releases, waives, discharges and covenants not to sue the** owner of the Premises, any individual engaging in the activities, rescue personnel, and the Premises inspectors, surveyors, underwriters, consultant and others who give recommendation, direction, or Instructions or engage in risk evaluation or loss control activities regarding the Premises, and each of them, the directors, officers, agents and employees (hereinafter referred to as "Released"), from all liability to the Undersigned for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the Undersigned arising out of or related to the use of the Premises for the Activities, **whether caused by the negligence of the Releases or otherwise.**
3. Hereby agrees to indemnify and **save and hold harmless the Releases** and each of them from any loss, liability, damage, or cost they may incur arising out of or related to the use of the Premises for the Activities **whether caused by the negligence of the Releases or otherwise.**
4. Hereby **assumes full responsibility** for any risk of bodily injury, death, or property damage arising out of or related to the use of the Premises for the Activities **whether caused by the negligence of Releases or otherwise.**
5. Hereby acknowledge that the Activities are very dangerous and involve the risk of serious injury and/or death and/or property damage. The Undersigned, also expressly acknowledges that injuries received may be compounded or increased by negligent rescue operations or procedures of the Releases.

**PLEASE SIGN REVERSE SIDE / PAGE 2 OF FORM**

6. Hereby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement Extends to **all acts of negligence by Releases, including negligent rescue operations** and is intended to be as broad and inclusive as is permitted by the Laws of the State of New York, that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me, intend my signature to be a complete, continuing and unconditional release of all liability to the greatest extent allowed by law.

Print Full Guest or Guardian name if any one of the Guests listed is less than 18 years of age

**Guest / Guardian Information**

Family Name: \_\_\_\_\_  
First Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City / Town / ZIP: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Member Name \_\_\_\_\_

Additional Guests / Minor ( Print )	Age:	Guest Signature if 18 or greater
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
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