



Release of Liability

I hereby assume all risks associated with my participation in any activities, including Skyride at Wachusett Mountain Ski Area. I expressly agree to release, hold harmless and indemnify Wachusett Mountain Associates, Inc. and Wachusett Mountain Ski Area, Inc., their employees, agents, judges, officers and directors, instructors, contractors, ski patrol members and other candidates (hereinafter collectively referred to as "Wachusett") from and against any and all liability, claims, demands, and causes of action whatsoever arising out of or relating to any loss, damage, or injury, of any kind or nature, including death, that may be sustained or incurred by or on behalf while participating- including, but not limited to, those injuries, losses and/or damages caused in whole or in part by the negligence and/or breach or warranty, either expressed or implied, of Wachusett. I understand that Skyride participation is a potentially dangerous or hazardous activity. I further acknowledge that Skyride involve certain inherent risks, which may cause or contribute to injury and/or death.

I understand that this Release is contractual in nature and, therefore, is fully binding on both me, my family and Wachusett. I also understand that this Release is binding not only on me but also on my heirs, administrators, executors and/or assigns. I completely understand this Release, its term and conditions, and the totality of its effect. This Release is signed voluntarily of my own free will.

I agree that this Release will be governed by the laws of the Commonwealth of Massachusetts and that the exclusive jurisdiction for any disputes will be in the state or federal courts of the Commonwealth of Massachusetts. If any portion of this Release is found to be void or unenforceable, then all other portions thereof shall remain in full force and effect.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE. I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND BINDING LEGAL EFFECT.

Signed: _____ Date: _____

Print Name(s) & phone # _____

Email address: _____

Parent/Guardian signature if under 18 years: _____