

# Terrain Park Waiver- 2019

I understand and am aware that participation in the sport of skiing, snowboarding, ski boarding, tubing, airbag, stunt bag jumps, and other sports (collectively "RECREATIONAL SNOW SPORTS") is a **HAZARDOUS** activity that has many inherent dangers and risks. I realize that injuries are a common and ordinary occurrence of this activity. I agree, as a condition of being allowed to use the ski area facility and premises, that **I FREELY ACCEPT AND VOLUNTARILY ASSUME ALL RISKS of RECREATIONAL SNOW SPORTS** and or any risk which relates to my participation in RECREATIONAL SNOW SPORTS or the operation of Wachusett Mountain Ski Area. I know that the risks include but are not limited to variations in terrain, surface and subsurface snow, ice conditions, moguls, bare spots, forest growth, rocks and debris, bamboo and break away poles, lift towers and other obstacles and hazards. I acknowledge that snowmaking and snow grooming may be in progress at any time.

I agree, for myself and/or my child, **to RELEASE from liability, forever indemnify, defend, and hold harmless** Wachusett Mountain Associates, Inc. and their owners, officers, directors, volunteers, employees, affiliates, agents and assigns, (collectively as "RELEASEES") from liability for any and all loss or damage to myself or to my child or my or my child's property resulting from the RELEASEES' **NEGLIGENCE** or any other cause. I understand that the RELEASEES are not responsible for the consequences of their own **NEGLIGENCE**, that is, their failure to use reasonable care in any way. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury and death in connection with my or my child's use of the resort, the facilities, any rental equipment, and participation in RECREATIONAL SNOW SPORTS, including instructional lessons.

This agreement is governed by the applicable laws of Massachusetts. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. In the event that any provision is found to be invalid, the provision shall be revised so that it is enforceable to the greatest extent possible. I agree and understand that any claim or lawsuit against the RELEASEES may be brought in the federal or state courts of Massachusetts only.

**I UNDERSTAND AND ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND UNDERSTAND ITS CONTENTS. I UNDERSTAND THAT MY SIGNATURE BELOW EXPRESSLY WAIVES ANY RIGHTS I HAVE TO BRING A CLAIM AGAINST OR SUE THE RELEASEES FOR INJURIES OR DAMAGES. I FURTHER UNDERSTAND THAT THIS IS A CONTRACT THAT LIMITS MY LEGAL RIGHTS AND THAT IT IS BINDING UPON ME, MY HEIRS, AND LEGAL REPRESENTATIVES.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Participant Printed Name

\_\_\_\_\_  
Date

**PARTICIPANTS UNDER 18 YEARS OF AGE: I INDIVIDUALLY OR AS PARENT/GAUARDIAN SIGNING THIS AGREEMENT FOR THE NAMED MINOR, I ACKNOWLEGE 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 SUITE ARISING OUT OF SAID MINOR'S USE OF THE RESORT OR THE SNOW TUBING/BAG FACILITY.**

\_\_\_\_\_  
SIGNATURE OF PARENT OR GUARDIAN

\_\_\_\_\_  
DATE