

## 2022-2023 Student Program

### Coordinator/Chaperone Terms, Release of Liability & Conditions

1. 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") under the sponsorship or arrangement of Wachusett Mountain Associates and all other sponsors and affiliates, is a HAZARDOUS ACTIVITY which is inherently dangerous. The participant has voluntarily entered the event despite all known and unknown risk of personal injury and/or death presented by participating for and/or actual participation in the event; and Participant understands that this Agreement is a general release barring Participant from bringing any claim for personal injury and/or death which is any way related to participating for and/or participating in the scheduled event; and, In exchange for the right to participate in services of the Ski School at Wachusett Mountain, the participant expressly and freely agrees as follows:
2. I, for myself and/or my child, acknowledge that skiing/snowboarding is hazardous and that there are many inherent risks in these sports, including but not limited to variations in terrain, surface and subsurface snow, ice conditions, moguls, bare spots, forest growth, rocks and debris, lift towers and other obstacles and hazards. I acknowledge that snowmaking and snow grooming may be in progress at any time.
3. 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 skiing/snowboarding including instructional lessons.
4. I agree, for myself and/or my child, to that any claim brought against Wachusett Mountain Associates, Inc. shall be submitted to the jurisdiction of the State or Federal Courts in the Commonwealth of Massachusetts and in no other jurisdiction. Any claim brought shall be governed by the laws of the Commonwealth of Massachusetts.
5. I have read and will obey the guidelines issued under the RESPONSIBILITY CODE as found on the Wachusett trail map and website. I agree to ski/ride in control and with care at all times.
6. This pass/badge is for your personal use only. Transferring, improper use of this pass, or falsification of age will result in loss of privileges. I understand that I may use my season pass/badge only during times valid. Failure to adhere to this policy is considered theft of service.
7. The season pass/badge is the property of Wachusett Mountain Associates, Inc. and is revocable, without refund, due to misconduct or misuse as determined by Wachusett Mountain Associates, Inc. personnel.
8. There are no refunds for missed sessions due to weather or mechanical difficulties. There are no credits or refunds due to failure to pick up a season pass/badge that has been pre-purchased. Season pass/badge Insurance (must be purchased when pass is ordered) provides pass replacement or pro-rated refund if pass cannot be used due to job, injury, illness or move. Any issues regarding the current season must be presented in writing no later than April 1st. NOTE: Insurance does not apply to Terrain Park Pass.
9. Night operating schedule may be limited during early or late season.
10. Season pass/badge does not guarantee admission during sellout periods
11. If a season pass/badge is forgotten, pass holder will be required to purchase a full rate lift ticket. Lost season pass/badge replacement fee is \$15 without purchase of Pass Insurance. Return check fee \$25.
12. If renting equipment, I also agree that the same set of equipment will not be issued each visit and that the ski-boot-binding system will not release at all times or under all circumstances. I understand and acknowledge that I have carefully read this release of liability and understand its contents. I understand that by submitting this purchase transaction, I expressly waive 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.

**I have read the Coordinator/Chaperone Terms, Release of Liability & Conditions and agree to them. Taking possession of my pass also signifies agreement with the Coordinator/Chaperone Terms, Release of Liability & Conditions.**

**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**Circle One:** Coordinator    Chaperone                      **If Renting Circle One:**    Skis    Snowboard

**Name of School, Recreation Department or YMCA:**

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**Address:** \_\_\_\_\_ **ST:** \_\_\_\_\_ **Zip** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Phone:** (    ) \_\_\_\_\_