

**WACHUSETT MOUNTAIN ASSOCIATES, INC.
2023 COMPETITION & EVENT WAIVER
ASSUMPTION OF RISK AND GENERAL RELEASE**

I am aware that the **Ride with River Rail Jam Event on Saturday March 25th, 2023**, in which I am participating or plan to participate under the sponsorship or arrangement of Wachusett Mountain Associates, Inc. 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 the competition and the services of the above-mentioned Wachusett Mountain Associates, Inc. the participant expressly and freely agrees as follows:

1. I agree, for myself and/or my child, to **ASSUME ALL RISK** of serious personal injury and/or death arising from practicing and/or participating in the scheduled event.
2. I agree, for myself and/or my child, to **WAIVE** any and all claims that the participant may in the future have against Wachusett Mountain Associates, Inc. and any other participating sponsors, their officers, employees, directors, shareholders, affiliated entities, subsidiaries, all insurers, for any and all loss, damage, injury or express that Participant may suffer, or that Participants next of kin may suffer, as a result of Participant's practicing for and/or participation in the scheduled event, due to any cause whatsoever, including but not limited to **NEGLIGENCE** on the part of Wachusett Mountain Associates, Inc. and any other participating sponsors, their officers, employees, directors, shareholders, affiliated entities, subsidiaries, all insurers, any entity or person hired to perform any function.
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 or participation in the event(s).
4. Wachusett Mountain Associates, Inc. and any other participating sponsors will have the irrevocable and perpetual right, but not the obligation, to use, as they may desire, all still and motion pictures and recordings that such entities may make of Participant or Participant's voice during any event that Participant practices for and/or participates in, including the right to use Participant's name, likeness and biographical information in connection with the advertising, publicizing, exhibiting and exploiting Wachusett Mountain Associates, Inc. and any other participating sponsors or such event(s), in whole or in part, in any manner whatsoever, by any and all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe.

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 state in which the claim arose.

All competitors must wear helmets in order to take part as a participant in this event.

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'S PRINTED NAME

DATE

PARTICIPANTS UNDER 18 YEARS OF AGE: AS PARENT/GUARDIAN SIGNING THIS AGREEMENT FOR THE ABOVE NAMED MINOR, I ACKNOWLEDGE 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 SUIT ARISING OUT OF SAID MINOR'S USE OF THE SKI AREA, THE RESORT OR THE SNOW TUBING FACILITY.

SIGNATURE OF PARENT OR GUARDIAN

PARENT/GUARDIAN PRINTED NAME

DATE

Address: _____

City: _____

State: _____

Zip: _____

Telephone #: _____

E-mail: _____