

**FRENCH-SWISS SKI COLLEGE and APPALACHIAN SKI MTN. RELEASE AND WAIVER
OF LIABILITY, ASSUMPTION OF RISK
AND INDEMNITY AGREEMENT ("Agreement")**

BIB # _____

In consideration of myself OR my child participating in the snow ski related activities, and/or other activities, offered by the FRENCH-SWISS SKI COLLEGE and/or APPALACHIAN SKI MTN. I represent that I OR my child understand the nature of this Activity and that I OR my child are qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge on behalf of myself OR my child that I OR my child believes event/Activity conditions is unsafe, we will immediately discontinue in the Activity.

It is fully understood that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and/or death, which may be caused by my OR my child's own actions or inactions, those of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the "releasees" named below, and that there may be other risks either not known to me OR my child, or not readily foreseeable at this time; and I OR my child fully accept and assume all such risks and all responsibility for losses, costs and damages I OR my child might incur as a result of my OR my child as a result of my OR my child's participation in the Activity. I hereby release, discharge and covenant not to sue the FRENCH-SWISS SKI COLLEGE and APPALACHIAN SKI MTN., it's respective administrators, directors, agents, officers, volunteers, and employees, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the Activity takes place, (each considered one of the "Releasees" herein), and release and discharge them from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk, that I, or anyone on my OR on behalf of my child, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which may incur as the result of such claim.

In compliance with the requirements of the Children's Online Protection Act ("COPPA"), FRENCH-SWISS SKI COLLEGE, APPALACHIAN SKI MTN, ASEF, INC. (APPALACHIAN SKI EDUCATION FOUNDATION) and APPALACHIAN RACE TEAM each hereby discloses that none of them provides or exchanges information on any participants with any parties other than one another. By signing below to confirm your "verifiable parental consent" (as defined in COPPA), you agree to allow any of the above-referenced entities to post online your participating child's name, hometown, age, race time, photographs and videos taken in connection with such participation.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement/release agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Print Name of Participant

DATE

Signature of Participant OR Parent/Legal Guardian
(If Participant is a Minor Child)

PHONE NUMBER

BIRTH DATE OF RACER: ___/___/___ AGE: _____ GENDER: M F
 M D Y

ADDRESS: _____

CITY: _____ ST: _____ ZIP: _____

E-MAIL: _____

Racer (\$ 7) _____

Amount Paid: \$ _____

Circle One: CASH CHECK