

**TOWN OF POMPEY SKI PROGRAM
CONSENT, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT**

IMPORTANT: THIS IS A LEGAL DOCUMENT. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.

Warning to Skiers:

Unsafe skiing or boarding, inappropriate language or behavior; any form of disrespect shown to people or property, or failure to follow any rules **WILL RESULT IN THE LOSS OF SKIING OR BOARDING PRIVILEGES AT TOGGENBURG.** Downhill skiing and boarding, as in other sports, contains inherent risks, including but not limited to the risk of personal injury, including catastrophic injury or death or property damage, which may be caused by variations in terrain or weather conditions or surface or subsurface snow, ice, bare spots or areas of thin cover, moguls, ruts bumps or other persons using the facilities; or rocks, branches, forest growth, debris, roots, stumps or other natural objects or man made objects that are incidental to the provision or maintenance of a skiing and boarding facility in New York State. New York State law imposes a duty on you to become apprised of and understand the risks inherent in the sport of skiing and boarding, which are set forth above, so that you may make an informed decision of whether to participate in skiing and boarding not withstanding the risks. New York also imposes additional duties upon you, to which you must adhere, for the purpose of avoiding injury caused by any of the risks inherent in skiing and boarding. If you are not willing to assume all of these risks and abide by these duties, you must not participate in skiing and boarding at this area.

The undersigned understands that skiing, snowboarding and related activities are HAZARDOUS and that injuries are common and ordinary occurrences during these activities. By signing this Agreement, the undersigned Participant, minor child, and/or Parent or Guardian of said minor ASSUMES ALL RISKS inherent to snow skiing, snowboarding and related activities including the risk of death, injury or damage and thereby CONSENTS to the Participant's or child's participation in the Town of Pompey Ski Program, and further acknowledges that he/she understands that all risks, whether known or unknown, are expressly assumed by the undersigned, and that all claims, whether known or unknown, are expressly waived in advance.

The undersigned further understands and CONSENTS to the following: In an emergency, when the undersigned person cannot be reasonably contacted, I hereby authorize Town of Pompey to take any action which it deems necessary to protect the best interest of my child. I understand that Town of Pompey does not carry insurance coverage on ski program participants and that it is my responsibility to provide such coverage for my child. I acknowledge that the Town of Pompey is not a guarantor of my child(s) safety.

The undersigned further agrees to RELEASE, DEFEND, INDEMNIFY and HOLD HARMLESS the Town of Pompey, its officers, employees and agents, against any claims, judgments, damages, actions or other liabilities for both property damage and personal injury or death in any way whatsoever incurred through or arising from my or my child(s) participation in this program and use of the ski area and its premises.

As the parent/guardian with legal responsibility of the child(s), named below, I verify that I have the authority to enter into this agreement on behalf of the minor child. I have read, understood and agree that the minor child and anyone on behalf of the minor child, including me, is bound by this CONSENT, ASSUMPTION OF RISK AND HOLD HARMLESS AGREEMENT.

I HAVE READ THE FOREGOING TERMS AND CONDITIONS AND AGREE TO BE BOUND BY ALL OF THE CONDITIONS SET FORTH ABOVE.

Child Name

Participant, Parent or Legal Guardian Name

Participant, Parent or Guardian Signature

Date