

Alpine Race Program Application



2019

2019 RACE PROGRAM:

- Training will begin the first week of January.
- In case of cancellation due to weather, make up sessions will be scheduled by the coach and Pats Peak.
- No refunds or individual make-ups.

(please print:)

Team Name: **Pembroke Academy**

Coach's Name: **Jonathan Miner / David Goulet**

Training Day(s): **Monday/Tuesday** Training Time: **3:30pm – 5:30pm**

Name Of Racer:

Date of Birth: Phone: Email Address:

Mailing Address:

Town: State: Zip:

Emergency name and phone:

Season Pass? Yes No (circle one)

Pats Peak reserves the right to revoke any pass due to reckless skiing, foul language, skiing without a pass, skiing with someone else's pass or any form of substance abuse.

COACH'S SIGNATURE: _____ DATE: _____
All coaches must sign

~Release of Liability~

I have enrolled the afore-named student in the program ("Program"). I understand the students participation in the Program involves exposure to the inherent risks of skiing and/or snowboarding that cannot be eliminated. I also understand that the students participation in the Program may require the use of ski lifts and that the student may ride lifts alone, with other guests or with other students and that the use of lifts by the student involves a potential risk of injury.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THE ACKNOWLEDGEMENT AND RELEASE OF LIABILITY AS PRINTED ON THE BACK OF THIS APPLICATION. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND AN AGREEMENT BETWEEN ME AND THE RELEASES THAT LIMITS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

RACER'S SIGNATURE: _____ DATE: _____

PARENT'S SIGNATURE: _____ DATE: _____
If racer is under 18, parents must sign



ALPINE RACE RELEASE OF LIABILITY (Please read carefully before signing)

1. **WARNING:** All forms of skiing, snowboarding, recreational activities and the use of aerial and surface lifts are hazardous. Falls and injuries are a common occurrence. Users of the ski area must use deliberate and conscious control and proper equipment, both on the ground and in the air, in relation to ever changing variables and dangers. Safety is directly affected by personal judgment in the severe elements of mountain forest terrain. Ski and/or ride within one's own ability. Be alert to continually changing weather, visibility and surface conditions and other inherent risks including but not limited to: existing and changing surface or sub-surface snow and ice conditions, dirt, grass, bare spots, forest growth, trees, rocks, stumps, and other natural objects and collisions with or falls resulting from such natural objects, lift towers and components thereof, lights, signs, posts, fences, mazes or enclosures, hydrants, water or air pipes (all the foregoing whether above or below the snow surface), snowmaking and snow grooming equipment, marked or lighted trail maintenance vehicles and snowmobiles, other man-made structures or objects and their components, and collisions with or falls resulting from such man-made objects; variations in steepness or terrain, whether natural or as a result of slope design; snowmaking and snow grooming operations, including but not limited to jumps, roads and catwalks or other man-made and natural terrain modifications and features including terrain parks, elements and half-pipes; the presence of and collisions with other skiers and riders and the failure of others to ski and ride safely; in control or within their own ability.

2. I agree a) to visibly display a valid program tag or lift ticket when boarding lifts; b) to present the valid program tag or lift ticket to any authorized representative of the Pats Peak staff upon request; c) to refrain from misconduct or reckless skiing/ riding; and d) to read and obey the guidelines issued under "Your Responsibility Code" as found on Pats Peak's: trail map, signage, handouts, and on display throughout Pats Peak.

3. I understand that if I attempt to board a lift without my valid program tag or lift ticket I will be subject to prosecution in accordance with the State of New Hampshire criminal statute RSA 637:8 ("Theft of Services").

4. I understand that my program tag may not be used by anyone but the race participant and that it is NOT TRANSFERABLE. I also understand that this program tag may not be physically altered in any manner. Any misuse of this Program tag may cause revocation without refund. Restitution will be demanded, and I will be subject to prosecution in accordance with the State of New Hampshire criminal statute RSA 637:8 ("Theft of Services")

5. I understand that if I do not have my program tag with me, I may be required to purchase a lift ticket at full price. If my program tag is lost or stolen, I understand that I must report it immediately to Pats Peak and pay a \$10 replacement fee prior to receiving a replacement pass.

6. I understand that any conduct which in Pats Peak's opinion violates the terms of "Your Responsibility Code", or which in Pats Peak's opinion qualifies as misconduct or nuisance on the premises, may result in revocation of this pass without refund.

7. I hereby promise not to bring a claim against or sue, and AGREE TO RELEASE Pats Peak Skiing, LLC, its shops, employees, owners, affiliates, agents, landowners, officers, directors, and their successors in interest, any equipment manufacturers and distributors, and race committees, together with each of their officers, managers, and coaches (collectively "Releaseses"), from all liability for injury, death, property loss and damage that results from participation in recreational activities, that is in any way related to participation in the Snowsports Program, the use of the equipment, or is related to any other activity as this ski/recreational area, whether such claim is based on liability that results from the NEGLIGENCE OF Releaseses, breach of warranty, product defect, or any other person or cause.

I further agree to DEFEND, INDEMNIFY and HOLD HARMLESS Releaseses for any loss or damage arising from claims or lawsuits related in any way to my, or my child's participation in the program, use of the equipment, or any other activities on Releaseses premises. I understand that permission to use Releaseses premises, and my, or my child's involvement in this program is being given in exchange for the execution of this Release of Liability. I authorize Releaseses to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by Releaseses. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical necessary for the well-being of myself or my child, at my expense. I agree that upon transporting myself, or my child, to any medical facility, clinic, or hospital that the responsibility of the Releaseses shall be totally fulfilled and the Releaseses shall have no further responsibility. I understand that Releaseses will, to the best of their ability; attempt to notify me as soon as possible in the event of an emergency.

I hereby grant exclusive permission to Releaseses and their respective agents, clients and assigns to use my or my child/children's name and image(s) for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration.

I acknowledge that the applicable laws of the State of New Hampshire govern this agreement. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted in the State or Federal Courts of New Hampshire. This document is a legally binding contract that supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but it is not intended to assert any claims or defenses, which are prohibited by law. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. Season duration or frequency of use is NOT GUARANTEED due to WEATHER and SNOW CONDITIONS and I acknowledge that Pats Peak may be required to close at any time without notice, due to weather, snow conditions or other circumstances beyond its reasonable control. I further understand that there will be NO REFUNDS for any reason whatsoever, including but not limited to unexpected closures by Pats Peak for the foregoing reasons. **PLEASE SIGN ON OTHER SIDE.**