**LOST VALLEY SKI AREA**
**AUBURN, ME**
**WARNING, ASSUMPTION OF THE RISK, LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE**
**PLEASE READ CAREFULLY BEFORE SIGNING**
**WARNING**

Each person who participates in the sport of skiing accepts, as a matter of law, the risks inherent in the sport. "Inherent risks of skiing" means those dangers or conditions that are an integral part of the sport of skiing, including, but not limited to: existing and changing weather conditions; existing and changing snow conditions; surface or subsurface conditions; trees and other natural objects and collisions with or falls resulting from such natural objects; lift towers, hydrants, snowmaking and snow-grooming equipment, trail maintenance vehicles, snowmobiles, and other man-made structures or objects; collisions with or falls resulting from such man-made objects; variations in steepness or terrain; snowmaking and snow-grooming operations; freestyle terrain, jumps, roads and catwalks and other terrain modifications; the presence of and collisions with other skiers; and the failure of skiers to ski safely, in control or within their own abilities.

I understand that skiing, snowboarding and related activities are HAZARDOUS and that injuries are common and ordinary occurrences during these activities. I AGREE FREELY AND VOLUNTARILY ASSUME ALL RISKS, including the risk of death, injury or damage associated with being permitted to use the ski area and its premises.

I hereby agree for myself, and for anyone on my behalf, to the fullest extent allowed by law, TO RELEASE, INDEMNIFY, AND HOLD HARMLESS Lost Valley Ski Area, its owners, directors, officers, employees and agents, from any and all responsibility and legal liability for any property damage, personal injury, damages or death based upon any cause or claim arising from my use of the ski area and its premises, including any claim of breach of contract, or other legal theory, including NEGLIGENCE, directly or indirectly.

I PROMISE NOT TO SUE Lost Valley Ski Area, its owners, directors, officers, employees, and agents, and to INDEMNIFY, HOLD HARMLESS AND DEFEND them if any claim or action is pursued, for any injuries, damages or death I may sustain associated with my being permitted to use the ski area and its premises. Should any claim or action be asserted in contravention of this agreement, I or my successors shall be liable for all expenses, INCLUDING LEGAL FEES, incurred by the party or parties against whom the claim or action is asserted. I agree that should a claim or action be brought, it shall be submitted to the jurisdiction of the State or Federal Court in the State of Maine, and no other jurisdiction, and shall be governed by the laws of the State of Maine.

I understand this agreement is intended to provide a COMPREHENSIVE RELEASE OF ALL LEGAL LIABILITY which is binding upon me, my heirs, agents and assignments, that it is not intended to assert any claims or defenses that are prohibited by law, and that if any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force and effect.

As the parent/guardian with legal responsibility of the minor pass holder(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 the terms of this WARNING, ASSUMPTION OF THE RISK, LIABILITY RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT AND AGREEMENT NOT TO SUE. Furthermore, if any claim or action is brought in contravention of this agreement, including any claim alleging NEGLIGENCE, I agree to INDEMNITY, HOLD HARMLESS AND DEFEND, Lost Valley Ski Area, its owners, directors, officers, employees, agents and sponsors, for any and all expenses incurred INCLUDING LEGAL FEES, and any DAMAGES for which they may be adjudged legally liable to pay.

_____ _____ _____ Please note any Medical or Physical Needs_____
Student Name Student Signature (If 18 yrs. of age) Date

DOB_____ Ski / Snowboard Level_____

_____ _____ _____
Parent or Legal Guardian Name Parent or Guardian Signature Date

Home Phone_____ Work_____ Cell_____