



**Massanutten Ski and
Snowboard Team
VOLUNTEER PROGRAM**

**VOLUNTEER'S ACKNOWLEDGEMENT, WAIVER, AND RELEASE OF LIABILITY,
ASSUMPTION OF THE RISK AND AGREEMENT NOT TO SUE**

Program/Event Name: Support of Massanutten Ski and Snowboard Teams practices and competition events.
Type of Volunteer Activity: Fundraising at Mid-Mountain Grill, carrying clothes and supplies for racers and coaches, help with practice course, registration/scoreboard help for race events, chauffer/shuttle for race events, as directed by MSST Coaching staff
Event Date(s): Dec. 6th, 2009-Mar. 7th 2010

In consideration of the event or program organizer allowing me the opportunity to participate in the above named program or event.

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY GREAT EASTERN RESORT MANAGEMENT, MASSANUTTEN RESORT, USSA (UNITED STATES SKI ASSOCIATION) AND THEIR RESPECTIVE AGENTS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY 'RELEASEES'), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS DOCUMENT IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHT I AM AGREEING TO BY SIGNING.

I attest that I am eighteen (18) years of age or older, physically fit and sufficiently trained to participate in all activities associated with the program or events noted above and my participation in such program or events is voluntary.

I acknowledge that skiing/snowboarding are inherently dangerous sports and fully realize the dangers of participating in the program or events, and **FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING**, by way of example, and not limitation, the danger of collision with vehicles, racers, and fixed or moving objects; the dangers arising from surface hazards, equipment failure, inadequate safety equipment. **THE RELEASEES' OWN NEGLIGENCE**, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with a ski/snowboard event or program.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") **I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE** the Releasees and all sponsors, organizers, promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with the Massanutten Race Team program or event, and their respective agents, officials, and employees through or by which the event or program will be held, (the foregoing are also collectively deemed to be Releasees), **FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE**, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the program or events, or travel to or return from the program or events.

I agree it is my sole responsibility to be familiar with the course of the program or events, the Releasees' rules, and any special regulations for the program or events and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the program or events which may be beyond the control of Releasees, and I must participate so as to neither endanger myself nor others. I accept responsibility for any conduct in connection with the program or events. I have no physical or medical condition which would endanger myself or others if I participate in the program or events, or would interfere with my ability to safely participate in the program or event.

I agree that the state and federal courts located in Rockingham County, Virginia shall be the sole venue for any legal dispute arising from this agreement or from my participation in the event, even though some other jurisdiction or venue may be permissible or more convenient. In the event any section of this release is found to be unenforceable, the remaining shall be fully enforceable.

In the event that I am unable to do so on my own because of any injury, I consent to administration of first aid and other medical treatment in the event of injury and agree to pay the costs of any such treatment.

WARNING: Under Virginia law, there is no liability for an injury to or death of a participant in a project activity conducted at this location if such injury or death results from the inherent risks of the project activity. Inherent risks of project activities include, among others, risks of injury inherent to land, equipment, and animals, as well as the potential for you to act in a negligent manner that may contribute to the injury or death. You are assuming the risk of participating in this project activity.

I hereby state that I have read and understand the above stated terms and conditions.

Volunteer's Name (Printed) Volunteer's Signature Date Signed

MINOR VOLUNTEER'S ACKNOWLEDGEMENT, WIAVER AND RELEASE OF LIABILITY ASSUMPTION OF THE RISK AND AGREEMENT NOT TO SUE.

Event Name: See Above
Type of Volunteer Activity: See above.
Full Name of Child: _____ Date of Birth: _____

CONSENT AND RELEASE OF PARENT OR GUARDIAN

I am the parent or guardian of _____ (Child). My child is fit and capable to participate in the above program or event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM EVERY CLAIM AND ANY LIABILITY** that I or my child may allege against the Releasees (including reasonable legal fees and costs) as a direct or indirect result of injury or death to me or my Child because of my child's participation in the program or events, **WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES** or others. **I PROMISE NOT TO SUE RELEASEES** on my behalf or on behalf of my child regarding any claim arising from my child's participation in the program or events.

I hereby state that I am the legal guardian of the child identified above and that I am authorized to make this decision. I have read and understand the above stated information.

Parent or Guardian's Name (Printed) Signature of parent or Guardian Date Signed