

AGREEMENT & LIABILITY RELEASE CONTRACT

In consideration of Ski Maxx LLC., making available to me for use and permitting me to use the revolving carpeted SKI MACHINE (Hereinafter "SKI MACHINE") owned and operated by Ski Maxx LLC. I acknowledge that I am over 18 years of age or representing the consenting minor under my care.

I agree to the following:

- 1) Snow skiing, snowboarding, and sledding are hazardous sports carrying significant risk of personal injury and that my use of the SKI MACHINE and lessons and practice conducted thereon is subject to all of the risks associated with snow skiing, snowboarding and sledding and those additional risks resulting from the use of the SKI MACHINE.
- 2) Concussion protocol: In the event of a head injury, emergency services will be called at the discretion of the employee or volunteer on staff and the expense of the participant/parent/legal guardian. This is non-negotiable.
- 3) I hereby expressly agree to assume all risks associated with the SKI MACHINE, instruction, practice sessions, observation, and use of skis, boots, bindings, poles, snowboards, sleds, and any other equipment, whether or not provided by Ski Maxx LLC.
- 4) I hereby release and agree to indemnify Ski Maxx LLC for all claims, judgments and costs, including attorney's fees, and promise not to sue Katie Wolfe (aka Kate Wolfe) or any of the associated family members personally, and Ski Maxx LLC and its officers, directors, shareholders, affiliates such as Building owner(s), Building Maintenance Co. etc., volunteers, and employees for any and all loss, damage, or liability, arising from the use of the SKI MACHINE and skiing equipment (as described in paragraph 3 of this contract), including, but not limited to losses or injury caused by the negligence of Ski Maxx LLC and its participants therefore named above.
- 5) If I do not fully accept each of the conditions contained herein, I will not be allowed to use the SKI MACHINE and will not be permitted to take instruction from any officer, volunteer, or employee of Ski Maxx LLC or use the SKI MACHINE for practice.
- 6) I understand that there are inherent and other risks involved in learning and practicing the sports of skiing, snowboarding, and sledding and that injuries are a common and ordinary occurrence of these activities, and I freely assume those risks and all risks associated thereof.
- 7) I understand that the skiing/snowboard/boot/binding system will not ordinarily release during use, nor is it specifically designed to release as the result of forces induced during ordinary operation and is therefore absolutely no guarantee of my safety.
- 8) If any provision of this contract should be unenforceable for any reason it is agreed that all remaining provisions shall remain in full force and effect.

I have read carefully and fully understand this Agreement and Release of Liability Contract and all its contents and I have had the opportunity to ask questions I may have and hereby agree to be bound by each of its terms and conditions. I will engage and participate in the use of the revolving carpeted SKI MACHINE owned and operated by Ski Maxx LLC and my signature below is made of my own free will:

Signature of Participant or Parent/Guardian _____ Date _____

Print Name: _____ Phone Number(s): _____

Address: _____

Email Address: _____

City, State, Zip: _____ Age _____