**Snowmellow Alpine™ Race Team Liability Waiver and Release Agreement**

**Participant Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Parent/Guardian Name (if under 18):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Phone Number:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**1. Acknowledgment of Risk:**
I, the undersigned, acknowledge and understand that participation in the Snowmellow Alpine Race Team program (hereinafter referred to as "the Program") involves inherent risks, including, but not limited to, the risk of serious injury, permanent disability, paralysis, death, and property damage. These risks may arise from terrain conditions, weather, equipment use or malfunction, collision with natural or man-made objects or other participants, and the actions or omissions of myself or others. I understand that skiing and ski racing are hazardous activities and that these risks cannot be eliminated, altered, or controlled.

**2. Assumption of Risk:**
I, willingly and voluntarily, assume full responsibility for any and all risks of injury, death, loss, or damage that may arise out of or in connection with my participation in the Program, whether caused by negligence, conditions of the terrain, actions of other participants, equipment failure, or any other cause.

**3. Waiver and Release of Liability:**
I, on behalf of myself, my heirs, executors, administrators, assigns, and personal representatives, hereby fully and forever waive, release, discharge, indemnify, and hold harmless Snowmellow Alpine, its owners, coaches, employees, agents, volunteers, sponsors, partners, affiliates, successors, and assigns (collectively, the "Released Parties") from any and all claims, demands, actions, causes of action, damages, losses, expenses (including attorney fees and court costs), or liabilities of any kind, known or unknown, arising out of or in any way related to my participation in the Program, including but not limited to, any claims arising from the Released Parties' negligence to the fullest extent permitted by New York law.

**4. Personal Property:**
I understand and agree that Snowmellow Alpine is not responsible for any loss, theft, or damage to my personal property while participating in the Program.

**5. Compliance with Rules:**
I agree to abide by all rules, regulations, and instructions provided by Snowmellow Alpine and its coaches, staff, and representatives. I understand that failure to comply with these rules may result in my dismissal from the Program without refund.

**6. Photography and Media Release:**
I grant Snowmellow Alpine the irrevocable right to use my name, likeness, image, voice, and appearance as may be embodied in photographs, video recordings, digital images, and the like, taken or made in connection with the Program, for promotional and marketing purposes without compensation.

**7. Governing Law and Jurisdiction:**
This Waiver and Release Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any disputes arising out of or relating to this Agreement shall be resolved exclusively in the state or federal courts located in [County, New York].

**8. Severability:**
If any provision of this Agreement is found to be invalid or unenforceable, in whole or in part, such provision shall be severed from the remainder of this Agreement and the remaining provisions shall continue to be fully valid and enforceable.

**9. Acknowledgment of Understanding:**
I HAVE READ THIS WAIVER AND RELEASE AGREEMENT FULLY AND UNDERSTAND ITS TERMS. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE, AND I SIGN THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE.

**Participant Signature:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Parent/Guardian Signature (if under 18):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_