



**ACKNOWLEDGMENT, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY**

**(Read Carefully Before Signing)**

In consideration of being allowed by Lost Valley Management, LLC, Lost Valley Holdings, LLC, and its agents, subsidiaries, organizers, and sponsors (collectively "Lost Valley") to participate in the **King of the Valley event** to be held at Lost Valley on **January 12<sup>th</sup> 2025** (the "Activity"), the Undersigned ("The Undersigned" means only the PARTICIPANT when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT'S parent or legal guardian when the PARTICIPANT is under the age of 18) understands, agrees to and accepts the following terms and conditions of participation in the Activity:

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISK**

I understand that the **freestyle skiing and jumping** in general, and **the sport of skiing and snowboarding on a snow and ice covered course in particular**, (the "Activity") is an inherently dangerous sport that presents many unique challenges and risks too numerous to list, including but not limited to ever-changing **trail** and course surfaces; steep, slippery, wet, uneven condition of snow, trails and course; natural and manmade obstacles, rocks, trees, ledges, soft sand, mud, roads, water bars, bumps, ruts, stumps, brush, ice, snow (all of which can be hidden or obscured by snow and vegetation); falls, collisions with other racers, participants, spectators, pedestrians, mountain vehicles or other manmade objects, including racing gates, finish line equipment, freestyle terrain, and buildings or other structures; and the failure of **ski & snowboard components and equipment**. I understand that even minor injuries can become life-threatening emergencies when they occur far from rescue personnel or when alone. I understand that it may take a great deal of time for rescue personnel to locate and reach an injured participant in the Activity.

I understand that the Activity tests a person's physical limits and involves the risk of serious injury, including death. I represent that I am in good health and proper physical condition to safely participate in the Activity. I further represent that I am sufficiently trained and experienced enough to understand the risks involved in the Activity. I agree freely and voluntarily to assume all risks, including the risk of death, injury or damage to person or property associated with participation in the Activity. I agree to accept the conditions as they exist even though I may have chosen not to inspect the roads, trails, or course as well as to accept and abide by the rules and regulations of Lost Valley. I agree to participate in the Activity so as not to endanger myself or others. I accept responsibility for the condition and adequacy of my equipment and any equipment provided for my use.

**RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT**

I agree for myself, my spouse, my children, my heirs, representatives, and for anyone else on my behalf, to the fullest extent allowed by law, to **RELEASE, INDEMNIFY AND HOLD HARMLESS** Lost Valley Management, LLC, Lost Valley Holdings, LLC, Lost Valley, and each of their owners, directors, officers, real and personal property owners, shareholders, employees, volunteers, agents, representatives, affiliates, successors and assigns (hereinafter collectively referred to as "Releasees") from any and all responsibility or legal liability for any property damage, personal injury, damage or death which may result directly or indirectly from participation in the Activity, whether or not such injury or damage was foreseeable, or any other cause or claim arising from participation in the Activity under any legal theory, including **NEGLIGENCE, and specifically including the negligence of the Releasees**. I acknowledge that I have carefully read and understand this agreement and release of liability or any other cause or claim arising from my participation in the Activity, including any claims for breach of duty or other legal theory, including **NEGLIGENCE, and specifically including the negligence of the Releasees**.

I promise to not sue, and to indemnify, hold harmless and defend Releasees for any claim of injury, damage or death which may occur from my participating in the Activity, including any claims based on alleged **NEGLIGENCE** of Releasees, **and specifically including the negligence of the Releasees**. Should any claim or action be asserted in contravention to this agreement, I or my successor shall be liable for all expenses, including legal fees incurred by Releasees and that if a claim or action is 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 authorize and consent to Releasees to copyright or publish all photographs and video in which I appear as a participant in the Activity. I agree that this/these photograph(s) and/or video(s) may be used for exhibitions, public displays, publications, commercials, art and advertising purposes, without limitation or reservations.

I agree that no warranties, expressed or implied, have been made to me other than what is stated on this form. I have carefully read and understand this agreement is a comprehensive release of all liability which is binding upon me, my heirs, agents and assigns, that 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.

**PARTICIPANT**

SIGNATURE: \_\_\_\_\_ DATE OF BIRTH: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ HOME PHONE: \_\_\_\_\_

**(PARENT/ GUARDIAN CONSENT FOR MINOR PARTICIPANT – NEXT PAGE)**

**PARENT/GUARDIAN CONSENT AND INDEMNIFICATION AGREEMENT IF PARTICIPANT UNDER 18 YEARS OLD**

As a parent/guardian with legal responsibility for the minor participating in the Activity, on behalf of whom this agreement is entered, I verify that I have the authority to enter this agreement on behalf of the minor participant (identified above). I have read, understood and agree that, as parent/guardian, I am bound by this Agreement with respect to any claim that I, the minor participant or anyone on behalf of the minor participant may have against Releasees. Furthermore, if a claim or action is brought in contravention of this agreement, including any claim alleging **NEGLIGENCE, and specifically including the negligence of the Releasees**, I agree to RELEASE, INDEMNIFY, HOLD HARMLESS and defend Releasees for any and all expenses incurred, including legal fees, and any damages for which they may be adjudged legally liable to pay.

_____	_____	_____	_____
Print Minor's Name	DOB	Parent / Guardian Signature	Date
_____	_____	_____	_____
Print Minor's Name	DOB	Parent / Guardian Signature	Date