

ASSUMPTION OF RISK/LIABILITY RELEASE AGREEMENT
PLEASE READ CAREFULLY/THIS MAY AFFECT YOUR LEGAL RIGHTS

In consideration of being permitted to use the facilities operated by Yung-Sam Ski Ltd. / T.A. Mount Peter Ski Area in connection with the Mount Peter Alpine Race Center Programs / Mountain School Programs which may include but are not limited to: Adult Race Programs, Junior Race Programs, Development Programs, High School Racing, and After School & Weekend Programs I expressly acknowledge and agree as follows:

1. I have read, reviewed and understand the "Warning to Skiers", "Duties of Passengers" and "Duties of Skiers With Respect to inherent risks" under the New York State Safety in Skiing Code (Article 18 of the New York General Obligations Law), copies of which are available in Customer Service or the Ticket Office, and agree to observe them.
2. I am physically fit and capable of meeting my responsibilities as a skier/snowboarder. I agree not to utilize the facilities of Mount Peter Ski Area while under the influence of drugs and/or alcohol.
3. I agree to seek out, read, review and abide by any and all notices which may be posted by Mount Peter Ski Area which may pertain to my responsibilities as a skier and to abide by any directions of the Ski Patrol, Ski School or Management.
4. I recognize and explicitly acknowledge that skiing/snowboarding is a hazardous sport. I agree to accept all legal responsibility for any personal injury, death, or property damage which results from the use of the facilities at Mount Peter Ski Area, or participation in the Season Programs including but not limited to personal injury, death or property damage which results from skiing/snowboarding.
5. I have obtained such education in the sport of skiing/snowboarding as is appropriate to my level of ability and have familiarized myself with the skills and duties necessary to reduce the risk of injury in skiing/snowboarding.
6. I hereby agree not to sue Yung-Sam Ski Ltd. / T.A. Mount Peter Ski Area and any individuals, corporations or entities which did or do own, operate, maintain, construct, design or control any real or personal property, machinery, equipment or fixture which did or does constitute a portion of or which is or ever was used in connection with the ski resort known as Mount Peter Ski Area and all sponsors of the Mount Peter Alpine Race Center / Mountain School Programs; as well as any such entity's officers, directors, agents, employees, volunteers, or consultants (hereinafter individually and collectively in all combinations "Releases" or "Indemnified Parties") for any personal injury, death or property damage that may occur as a result of my participation in ANY of the Season Programs and/or my use of the facilities of Mount Peter Ski Area.
7. Therefore, by participating in any Mount Peter Alpine Race Center Program / Mountain School Programs, and by executing this agreement, it is my express intention to waive any and all claims which I have, or might have, or which my spouse may have acting on my behalf or which he or she may have in his or her own right, to bring any form of civil suit, whether for compensatory and/or punitive damages arising out of the event, and any incidents related thereto which may cause me injury, whether permanent, temporary or terminal.
8. I further agree for myself, my successors, heirs, assigns, executors and administrators to indemnify and hold the Indemnified Parties harmless from all claims and suits for personal injuries, death or property damage arising out of my participation in any Mount Peter Alpine Race Center Programs / Mountain School Programs and/or my use of the facilities at Mount Peter Ski Area. Thus, I will pay to each Indemnified Party against whom such a claim is asserted all accosts and legal fees expended to defend such claims as well as any sum of money paid to claimant by the Indemnified Parties as a result of judgment or settlement. I recognize and understand this indemnification provision is distinct from and independent of the release provisions. Accordingly, this indemnification provision will apply whether or not for any reason the release provisions are held invalid or inapplicable in whole or in part to any claim asserted.
9. I further agree that any photographs, pictures, slides, videotapes, movies or documents or any reproduction of the same containing my name or likeness taken or made in connection with any Mount Peter Alpine Race Center Programs / Mountain School Programs, including website postings; may in any manner be used by Releases, or by any person, corporation, partnership, or association authorized by Releases.
10. Because it is my intention to waive and relinquish any claims which I might otherwise have against Releases in the event I should sustain an injury, whether minor or most severe, disabling and/or terminal, I have given careful consideration to the adequacy of my medical insurance, disability insurance, life insurance and my personal financial resources, any or all of which would be available to provide for medical expenses, disability, and short-term financial security for myself and/or any other persons who may be dependent upon me for support. **By signing below and participating any Mount Peter Alpine Race Center Program / Mountain School Program I am signifying that I am properly insured and/or financially equipped to provide for any contingency which may arise as a result of my participation in any Mount Peter Alpine Race Center Program / Mountain School Program.**
11. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect.
12. This agreement shall be governed by the laws of the State of New York, and the exclusive jurisdiction for any claim shall be the New York State Supreme Court, County of Orange, or the United States District Court for the Southern District of New York.
13. **I HAVE READ AND UNDERSTAND THE FOREGOING LIABILITY RELEASE AGREEMENT. I FURTHER UNDERSTAND THAT THIS RELEASE IS BINDING NOT ONLY UPON MYSELF BUT UPON MY HEIRS, ADMINISTRATORS, AND EXECUTORS FOR ANY CLAIM THEY MAY HAVE. I EXECUTE THIS AGREEMENT UNDERSTANDING THE CONDITION, TERMS AND THE TOTALITY OF ITS EFFECT AND SIGN IT VOLUNTARILY.**

X _____
Printed Name of Participant

Date: _____

X: _____
Printed Name and Signature of Participant or Parent/Legal Guardian if under 18

Date: _____

A separate form is required for each participant and signed by one parent/legal guardian.
The signature of one parent/guardian binds both parents/guardians