

**VERMONT ALPINE RACING ASSOCIATION**  
**PARTICIPANT AGREEMENT, ASSUMPTION AND ACCEPTANCE OF RISK, RELEASE AND INDEMNITY AGREEMENT,**

I, \_\_\_\_\_ understand and accept that skiing in its various forms, including competitive ski racing and ski race training as well as related sports, recreation and training activities (“**Activities**”) in which I may participate during a Vermont Alpine Racing Association (“**VARA**”) sponsored and/or supported event (“**VARA Event**” or “**Event**”) are hazardous with many inherent and other risks which can result in serious personal injury, death or property damage, and that there are natural, mechanical, and environmental conditions and risks, which independently or in combination with such Activities, may cause minor, moderate or severe physical injury, or even fatal injuries to me or others.

**I FREELY AND WILLINGLY ACCEPT AND VOLUNTARILY ASSUME RISKS.**

- I agree to accept and assume all risks of injury, including serious personal injury and/or death, which may arise out of my participation in a VARA Event and/or Activities, including inherent risks as well as other possible risks which may arise out of mistake or other causes.
- I agree that the phrase “**inherent risks**” means those risks, which are listed in this Agreement or those that can be reasonably inferred there from. I agree that these risks are both obvious and necessary to these Activities. I agree that these inherent risks include but are not limited to encounters/collisions with other people and/or objects, changing weather conditions, surface and/or sub-surface conditions as they may from time to time exist and may change or be affected by weather, grooming or snowmaking, and/or participant usage, and which may or may not be visible; whether such conditions are surface or sub-surface or consist of ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut up snow, loose gravel, standing/flowing water, waterbars, machine made or machine enhanced snow or rocks, bare ground or earth; other conditions including bare spots, rocks, forest growth and debris, stumps and trees, stream beds, and other natural objects and/or collisions with such objects; collisions with lift towers, signs, posts, fences, or other enclosures, water and/or air pipes or other man-made structures, and/or their components such as hydrants and moveable equipment used in snowmaking or for any other necessary purposes; collisions with well-marked or plainly visible snowmobiles, snow grooming, and/or other on-property vehicles and/or equipment; variations in steepness of terrain including but not limited to roads, terrain modifications and/or variations in terrain which may occur naturally or as the result of slope design, training and racing equipment and venue installations, weather changes, and/or snowmaking and/or snow grooming operations.
- In consideration for being allowed to participate in an Event and Activities, I hereby **RELEASE** and **HOLD HARMLESS** VARA, the owners, operators, employees and staff members of any resort or other facility where I may attend any part of a VARA Event or Activities, including any agents, representatives, officers, directors and employees, promoters, sponsors, volunteers, organizers, member or clubs, in advance, and to the fullest extent allowed by law, from any and all liability whether foreseeable or unforeseeable resulting from my participation in the Event and/or Activities, **including any such claims alleging negligence regarding the design or condition of any lands, venue and/or equipment utilized in such Activities**. I further agree to forever **HOLD HARMLESS** and **INDEMNIFY** VARA as well as the above identified parties, generally and specifically, from any and all liability for death, personal injury or property damage resulting in any way from or during the aforementioned Event and/or Activities.
- I further agree that my participation may be revoked by any representative of VARA or others so authorized without refund at any time for misconduct, misuse, or nuisance.
- I understand that it is my (or my parent or guardian’s) sole and exclusive responsibility to secure and maintain medical and accident insurance to cover injury or illness costs that may arise from an Event or Activities. I Release all persons and entities identified above from providing this coverage for me.
- I agree that I will accept and abide by the published **VARA Code Of Conduct** as well as any rules and regulations posted by the promoters, hosts, sponsors and/or organizers of an Event and/or Activity.
- This contract may be plead as an affirmative defense to any claim that I or anyone acting on my behalf may make as a result of any damage, injury, and/or death which I may sustain while taking part in Event and/or Activities.
- I further agree that this contract is binding on myself, my heirs and assigns. To the extent that I am signing this document on behalf of any minor, I represent and guarantee that I have full authority to do so realizing the full binding effect of this contract on them as well as on myself, and further agree to indemnify and hold harmless the parties identified herein for any claims brought on behalf of the minor relating to any damages, injuries, and/or death sustained by the minor.
- -I acknowledge that I have read, agree with, and understand the terms of this “Agreement”, and that I am signing it freely and of my own will.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
*Signature of Participant (even if also signed by Parent or Guardian)*

**PARENT/GUARDIAN:** By signing this Agreement as Parent/Guardian, I authorize and consent to my ward or child’s participation in a VARA Event and/or Activities and acknowledge that I understand that **any and all risk whether known or unknown**, are expressly assumed, **and all claims whether known or unknown** are expressly released in advance pursuant to the terms hereof. I agree to indemnify all persons and entities identified above, generally and specifically, from any and all liability for death, personal injury or property damage, resulting in any way from the child or ward’s participation in Event and Activities.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
*Signature of Guardian (if Participant is under 18 years old)*