



2019-2020 Fourth-Grade Learn to Ski and Snowboard Program
ACKNOWLEDGMENT, CONSENT AND RELEASE

Please note: Snowboarding enrollment may be limited due to available equipment and instructors - Skiing will be the default activity option in this case

Child prefers/will be: **Skiing** or **Snowboarding** (Circle one)

Student Name: _____ Date of Birth: _____

School Name: _____ Teacher Name: _____

Student's Home Address: _____

City: _____ State: _____ Zip: _____

Guardian(s)/ Parent(s) Name: _____ Phone: _____

Emergency Contact Name: _____ Phone: _____

I hereby authorize the Participant named above to participate in the Fourth Grade Learn-to-Ski Program at the Camden Snow Bowl ("the Program").

1. I acknowledge the inherent danger and risk of personal injury involved in skiing and snowboarding and assume any and all risk of personal injury to my child resulting from participation in the Program. I knowingly and freely assume such risks to my child by authorizing his or her participation in the Program. I am aware that my child may be riding the chair lift alone and/or with another child. I am aware that there are inherent and other risks or dangers for those who are in the process of approaching, loading, riding, unloading and departing from chairlifts, tows and conveyors. All passengers who use a chairlift, tow or conveyor shall be responsible for their own loading, riding and unloading. I understand that all persons who use a chairlift, tow or conveyor shall be presumed to have sufficient ability, physical dexterity and/or personal assistance to negotiate and be evacuated safely. I am aware that skiing and using aerial chairlifts, tows and conveyors may result in loss, damage, expense or injury (including death,) from these risks and I voluntarily accept such risks on behalf of myself and/or my minor child.
2. I hereby release and hold harmless the Town of Camden, the Camden Snow Bowl, their officers, officials, agents and/or employees, with respect to any and all injury, loss or damage to person or property occurring during or resulting from participation in the Program, whether arising from the negligence of the Releases or otherwise, to the fullest extent permitted by law.
3. I agree that the Town of Camden, by accepting this Acknowledgment, Consent and Release, does not waive any protections otherwise provided by the Maine Tort Claims Act, Title 14 M.R.S.A. Chapter 741.
4. I acknowledge that the provisions of this Acknowledgment, Consent and Release shall be binding upon the Participant, his or her parents or guardians and their respective heirs, executors, administrators and assigns, and shall be governed by the laws of the State of Maine. The undersigned agrees that any suit or legal action shall be brought only in the State of Maine and that the terms of this document shall be admissible as a binding legal agreement between the undersigned and the Town of Camden. If any part of this document is deemed inadmissible or invalid by a court of law, the remaining portions of the document shall remain in full force and effect.
5. I, as the parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above.

Signature of Participant's Parent or Guardian: _____ Print Name _____ Date _____

Complete Rental Gear Form on Reverse

RENTAL GEAR FORM



Please fill out the following on the equipment rental form below, so we can prepare rental equipment and have it ready upon arrival at the Camden Snow Bowl.

If you are under 18, a parent or guardian must fill out and sign this form.

SCHOOL NAME:	TEACHER NAME:
---------------------	----------------------

PARENT/GUARDIAN RESPONSIBLE FOR EQUIPMENT		
_____ LAST NAME		_____ FIRST NAME
_____ STREET ADDRESS		
_____ CITY	_____ STATE	_____ ZIP
_____ HOME PHONE		_____ MOBILE PHONE
EMAIL		
PARENT/GUARDIAN SIGNATURE:		
<i>I HAVE READ, UNDERSTAND AND AGREE TO THE WARNING/ LIABILITY RELEASE & AGREEMENT NOT TO SUE (see right)</i>		

STUDENT:	SKI	SNOWBOARD	(Circle one)
_____ LAST NAME		_____ FIRST NAME	
_____ AGE	_____ HEIGHT	_____ WEIGHT	_____ SHOE SIZE
Experience Level:		Snowboard Preference:	
<input type="checkbox"/> I – Beginner	<input type="checkbox"/> Regular – left foot forward, dominant		
<input type="checkbox"/> II – Intermediate	right foot is in back		
<input type="checkbox"/> III – Advanced	<input type="checkbox"/> Goofy – right foot forward		

	TECHNICIAN USE ONLY BELOW	
Sole Length	Skis	Boots:
	Snowboard	
Skier Code	Toe Heel	TECH SIGNATURE:
	Toe Heel	

Warning/Liability Release and Agreement Not to SUE

I have received the equipment listed on this agreement and have been instructed on its use. I verify that the personal information (height, weight, age, skier classification) on this ticket is correct. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair or adjustments.

I understand and agree that skiing, snowboarding and other winter sports are HAZARDOUS activities, that INJURIES from various causes are an INHERENT RISK of participating in these activities, and that injuries to any or all parts of my body are a COMMON AND ORDINARY OCCURRENCE during these activities. I freely accept and ASSUME ALL RISKS OF INJURY OR DEATH that may occur while using this equipment.

ALPINE SYSTEMS: I have confirmed that the visual release indicators on the alpine ski bindings are the same as those designated on this ticket. I understand and agree that alpine ski/boot/binding systems CANNOT RELEASE OR RETAIN in all situations where release or retention may prevent injury, that they therefore CANNOT GUARANTEE MY SAFETY, and that undesired release or retention are inherent risks of skiing.

SNOWBOARDS AND X-C: I understand that the binding systems on snowboards and cross-country skis are NOT INTENDED TO RELEASRE in a fall or upon impact.

HELMETS: I understand and agree that no headgear can protect against all foreseeable impacts, that skiing and snowboarding can expose the user to forces which exceed the limits of protection offered by this helmet, that helmets do not guard against injury to the neck, spine, face or any other part of the body, and that these features are inherent risks of skiing and snowboarding. Helmets must be properly fitted to each user, and I agree that this helmet has been properly fitted by the provider. I warrant that the helmet is comfortably snug and that when I fasten the chin strap and shake my head there is no significant movement of the helmet. I agree that if the helmet is damaged or involved in any kind of accident, I will stop using it immediately, return it to the shop and report the accident or damage.

To the fullest extent allowed by law, I agree to RELEASE FROM LIABILITY, and to INDEMNIFY AND HOLD HARMLESS The Rossignol Group and all other manufacturers and distributors of the equipment provided to me under this agreement, any involved winter sport area, shop or service technician, and their owners, agents, employers and employees for any injuries, damages or death related to the use of this equipment. I FURTHER AGREE NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES RELATING TO THE USE OF THIS EQUIPMENT, whether such claim is based on NEGLIGENCE, breach of warranty, product defect or any other theory. I accept this equipment AS IS with no warranties, express or implied. These waivers and obligations extend to my heirs and assigns.

THIS DOCUMENTS IS A LEGALLY BINDING CONTRACT which supersedes any other agreements or representations by or between the parties. it shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect. The specific rights of the parties under this contract may vary from state to state.

If this equipment is to be used by someone other than me, I certify that I am signing it as agent, parent or legal guardian for the user and that i will provide this form and all warnings and information to the user.