



Backcountry and Downhill Skiing Liability Release Waiver of Claims, Assumption of Risk, and Indemnity Agreement

Please read and be certain you understand the implications of signing:

Assumption of risk associated with backcountry and off-piste skiing and related activities.

I, _____ do hereby affirm and acknowledge that I have been fully informed of the inherent hazards and risks associated with skiing, transportation of equipment related to the activities, and traveling to and from activity sites in which I am about to engage. Inherent hazards and risks include but are not limited to:

1. Risk of injury from the activity and equipment utilized is significant including the potential for permanent disability and death.
2. Falling, causing broken bones, severe injuries to the head, neck and back, which may result in severe impairment or even death.
3. Changes in terrain, snow surface, moguls, ice, bare spots, grooming conditions, rocks, stumps, debris, fences, poles, lift equipment and towers, conveyors and handle tows, light poles, signs, buildings, roads, walkways, ramps, half-pipes, cliffs, jumps, padded and non-padded barriers, snow-making and snow grooming equipment, snowmobiles, other persons, and other natural and man-made hazards.
4. Exposure to outdoor elements, including but not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature, and other weather conditions,
5. Risks associated with skiing in areas that contain either natural or man-made objects, including but not limited to trees or snow groomers, which upon striking them may cause serious injury or even death.
6. Possible malfunction of my own or others, skis and/or equipment related to the activity.
7. My own negligence and/or the negligence of others, including employees, agents, independent contractors or representatives of North Shore Adventures, resorts, or Forest Service, including but not limited to operator failure.

8. Cold weather and heat related injuries and illness including but not limited to frostbite, frost nip, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration.

9. Attack by or encounter with insects, reptiles, and/or animals.

10. Accidents or illness occurring in remote places where there are no available medical facilities.

11. Fatigue, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.

12. My sense of balance, physical coordination and ability to follow instructions.

*I understand the description of these risks is not complete and that unknown or unanticipated risks may result in illness, injury or death.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration for being permitted to participate in any way in skiing and related activities, I hereby agree, acknowledge and appreciate that;

1. I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE, the following named persons or entities, herein referred to as releasees.

North Shore Adventures, Inc.

2. To release the releases, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death, arising from the above activities whether caused by active or passive negligence of the releases or otherwise. By executing this document, I agree to hold harmless the releases and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in the above activities.
3. By entering into this agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this agreement.

This release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT AND INDUCEMENT.

Signature of adult participant

Print name

Date

Signature of minor's parent

Minor's full name

Date