

Quechee Ski School Ability Form For Skiing For 2019

Parents must email or deliver this form in person to the recreation office.
All forms must be fully complete.

Skier's Full Name: _____

Skier's Age: _____

Phone Number: _____

Parent will won't be at hill. (*Check on*).

Emergency contact number: _____

Approximate number of days the skier has actually downhill skied
(Please circle your best guess.)

0 1 2 3 4 5-10 11-15 16-20 21-25 26-30 31-40 41+

Please check all statements that are true. Please give your best guess.

___ has never downhill skied before

___ can stop on beginner terrain (similar to Quechee's rope tow hill)

___ can turn on beginner terrain (similar to Quechee's rope tow hill)

___ can snowplow stop and turn on intermediate terrain (similar to
Quechee's T-bar and chair lift slopes)

___ is beginning to parallel ski on intermediate terrain

___ parallel skis with proficiency on intermediate terrain

___ can ride rope tow independently

___ can ride T-bar independently

___ can ride chair lift independently and get bar down.

Please list any other useful information that may help in placing the skier in an appropriately leveled instruction group: (past lessons, terrain skied at other mountains etc...)

Please list any medical or educational special needs that could impact on the safety or effectiveness of a lesson:

**TOWN OF HARTFORD RECREATION PROGRAM – EXPRESS
ASSUMPTION OF RISKS AND FORUM SELECTION AGREEMENT**

I understand and accept that skiing, snowboarding, cross-country skiing and other forms of winter mountain sports in which I may participate at Quechee Lakes Landowners' Association are hazardous with many inherent risks and resulting injuries or death. I acknowledge that my participation in this program affords me significant discounted access to winter sports activities at Quechee Lakes Landowners' Association. Therefore in consideration of this, my knowledge and understanding of these sports and the benefits, terms, and conditions of my participation and being allowed to use the premises of Quechee Lakes Landowners' Association and participate there in winter sports activities, I freely and willingly accept and voluntarily assume all risk of property damage, personal injury, or death which occurs at Quechee Lakes Landowners' Association and which results from my participation in such winter sports activities and the inherent risks of such activities as they are defined herein, except damages, injury, or death which may occur while being transported on a ski lift at a time when I am in full compliance with all rules and regulations regarding such transportation.

I further agree that the phrase "inherent risks" means those risks, which are listed in this agreement, or those that can reasonably be inferred therefrom. I also agree that these risks are both obvious and necessary to these winter sports activities. I agree that these inherent risks include but are not limited to changing weather conditions; surface and/or subsurface snow conditions as they may from time to time exist and may change or be affected by weather, skier, or other participant usage (whether such conditions are surface or subsurface or consist of ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut up snow, and/or machine made or machine enhanced snow); other conditions including bare spots, 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 manmade structures, and/or their components such as hydrants used in snowmaking or for other necessary purposes, whether or not these structures are padded or shielded; collisions with well marked or plainly visible snowmobiles, snow grooming, or other over-snow vehicles or equipment; variations in steepness of terrain including but not limited to roads and/or other terrain modifications or variations in terrain that occur naturally or as the result of slope design, weather changes, snowmaking and/or snow grooming operations, or participant usage.

Therefore, in consideration of all of the above I agree that I will not make any claim nor bring any suit for any damages, injury or death to myself which results from any such inherent risks, as I have agreed they are defined herein. I also agree, that in the event that anyone makes any claim against Quechee Lakes Landowners' Association or any of its officers, directors, shareholders, agents, and/or employees, as a result of any of my activities on their premises or the use of their facilities, that I will indemnify and hold harmless Quechee Lakes Landowners' Association from such claims.

I further agree that any dispute arising under this contract and/or from any use by me of any of the premises or facilities at Quechee Lakes Landowners' Association shall be litigated exclusively in the Superior Court of Windsor County, Vermont, or the U.S. District Court for the District of Vermont.

This contract may also be plead as an affirmative defense to any claim that I might make as a result of any damage, injury, and/or death which I may make as a result of any damage, injury, and/or death which I may sustain as a result of my participation in and caused by the inherent risks of winter sports. I further agree that this contract is binding upon 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 I further agree to indemnify and hold harmless Quechee Lakes Landowners' Association for any claims brought on behalf of the minor relating to any damages allegedly sustained by the minor while he/she was using their pass. I acknowledge that I have read, agree with, and understand the terms of this Express Assumption of Risks and Forum Selection Agreement and that I am signing it freely and that the terms of this contract state that I expressly assume all risk of damages, injury and/or death resulting in any way from any inherent risks of the sport in which I may participate in at Quechee Lakes Landowners' Association. I also agree to abide by the terms of any rules of conduct for sports participants posted at Quechee Lakes Landowners' Association or contained in its seasonal trail maps or brochures.

(Printed Name of participant)

Parent/Legal Guardian's Signature

Date

Quechee Lakes Ski School
ALPINE RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT (“Agreement”)
For the “Annual” Ski Season-Policy Year of
January 1, 2019 to December 31, 2019

In consideration of myself OR my child participation in the snow ski related activities, and/or other activities, **offered by** (alpine ski school / Club) **Quechee Lakes Ski School** (“Activity”)

I represent that I OR my child understand the nature of this Activity and that **I am OR my child is qualified**, in good health, and in proper physical condition **to participate** in such Activity. I acknowledge on behalf of myself OR my child that **if I OR my child believes** an event/Activity **conditions are unsafe** we will immediately discontinue in the Activity.

It is **fully understood that this activity involves risks** of serious bodily injury, including permanent disability, paralysis and/or death, **which may be caused by** my OR my child’s own actions or inactions, **those of others** participating in the Activity, **the conditions** in which the Activity takes place, or the **negligence** of the “releasees” named below, and there may be other risks either not known to me OR my child, or not readily foreseeable at this time; and **I OR my child fully accept and assume all such risks and all responsibility** for losses, costs and damages **I OR my child might incur** as a result of my OR my child’s participation in the Activity.

I hereby release, discharge and covenant not sue Quechee Lakes Ski School, Kenneth Kramberg and Quechee Lakes Landowners Association it’s respective administrators, directors, agents, officers, volunteers, and employees, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the Activity takes place (each considered one of the “Releasees” herein), and release and discharge them from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations; and **I further agree** that if, despite this release; waiver of liability, and assumption of risk, that I, or anyone on my behalf OR on behalf of my child, makes a claim against any of the Releasees, **I will indemnify, same and hold harmless** each of the Releasees from any loss, liability, damage, or cost which may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, **and intend it to be** a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement/release agree is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(Printed Name of participant)

(Address)

(Signature of participant OR parent/legal guardian if participant/skier if a minor child)

(Date)

(Phone)