

# THUNDER RIDGE SKI AREA 2023-2024 SEASON SNOWSPORTS SCHOOL LESSON PROGRAM LIABILITY RELEASE

STUDENT NAME:	_____	_____	_____	____/____/____	_____
	First	Last	MI	Birthdate	Age
STREET:	_____				
CITY:	_____	STATE:	_____	ZIP:	_____

In consideration of being permitted to use the facilities operated by 103 Gleneida Ave LLC (a/k/a Thunder Ridge Ski Area), in connection with the Ski/Ride School, Group Lessons, Private Lessons or Clinics (hereinafter the "SKI SCHOOL"), I expressly acknowledge and agree as follows:

1. I have read and understand the "Duties of 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), the posted Responsibility Code, and agree to observe them. I acknowledge agree and represent I fully understand the nature of Alpine skiing/snowboarding and Alpine Snow Sport school activities, and that I am and my child is qualified, in good health, and in proper physical condition to participate in such activity.

2. **Please be aware, children in lessons may ride lifts by themselves or with other skiers.** I recognize and explicitly acknowledge that skiing is a hazardous sport. Downhill skiing and snowboarding, like many other sports, contains inherent risks including, but not limited to the risk of personal injury, including catastrophic injury, or death, or property damage, which may be caused by variations in terrain or weather conditions, or surface or subsurface snow, ice, bare spots or areas of thin cover, moguls, ruts, bumps, or other persons using the facilities; rocks, forest growth, debris, branches, trees, roots, stumps; or other natural objects or man-made objects that are incidental to the provisions or maintenance of a ski facility in New York State. New York law imposes a duty on you to become apprised of and understand the risks inherent in the sport of skiing, which are set forth above, so that you may make an informed decision of whether to participate in skiing notwithstanding the risks. New York also imposes additional duties upon you, to which you must adhere, for the purpose of avoiding injury caused by any of the risks inherent in skiing. If you are not willing to assume all of these risks and abide by these duties, you must NOT participate in skiing at this area. IF YOU ARE WILLING TO ASSUME ALL OF THESE RISKS AND ABIDE BY THESE DUTIES, PLEASE SO INDICATE BY SIGNING BELOW.

3. **I HEREBY AGREE NOT TO SUE** 103 GLENEIDA AVE LLC (A/K/A THUNDER RIDGE SKI AREA), THEIR OWNERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES AND AGENTS AND ALL OF THEIR OFFICERS AND DIRECTORS AND THE SPONSORS AND DISTRIBUTORS AND THEIR SUCCESSORS INTEREST (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 OR MY WARD'S PARTICIPATION IN THE SPORT OF SKIING, PARTICIPATION IN SKI SCHOOL, AND /OR MY USE OF THE FACILITIES AT THUNDER RIDGE SKI AREA.

4. 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 or my ward's participation in Ski School and/or use of the facilities at Thunder Ridge Ski Area. Thus, I will pay to each Indemnified Party against whom such a claim is asserted all costs 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.

5. I agree that all disputes under this contract and/or lawsuits arising from use of the facilities at Thunder Ridge Ski Area shall be litigated exclusively in the Supreme Court of the State of New York, County of Putnam.

6. I give consent to Thunder Ridge Ski Area. to provide any and all emergency first aid treatment and/or refer treatment to a duly licensed physician (MD), dentist (DDS), or other medical care provider to the participant. This care may be given under whatever conditions are necessary to preserve the life, limb or wellbeing of the participant. I authorize said minor's transportation to a medical facility, at my expense, as deemed necessary by Thunder Ridge.

I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND INDEMNIFICATION AGREEMENT AND SIGN IT VOLUNTARILY. I HAVE READ AND UNDERSTAND THE THUNDER RIDGE SIX-WEEK PROGRAM INFORMATION.

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