

2022-2023 VERTICAL CHALLENGE EVENT SERIES  
RELEASE OF LIABILITY, ACKNOWLEDGEMENT OF RISKS  
AND HAZARDS, AND AGREEMENT NOT TO SUE

<b>Official Use Only</b>
CATEGORY _____
BIB NO _____
NASTAR ID _____

**REGISTRATION FORM**

**Please read carefully, fill in ALL information and print as neatly as possible.**

NAME \_\_\_\_\_ AGE \_\_\_\_\_ MALE \_\_\_\_\_ FEMALE \_\_\_\_\_  
Last First

DATE OF BIRTH: \_\_\_\_\_ EMAIL: \_\_\_\_\_

Check One: SKIER \_\_\_\_\_ SNOWBOARDER \_\_\_\_\_

ADDRESS: \_\_\_\_\_ City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

Have you already qualified for the FINALS for the 2022-2023 Season? YES \_\_\_\_\_ NO \_\_\_\_\_

**Acknowledgement of Risks and Hazards, Liability Release and Agreement Not to Sue**

The undersigned agrees and understands that participating in a ski and/or snowboard event IS and CAN BE a HAZARDOUS activity that may result in injury or death during his/her participation in this event. Trail conditions vary constantly due to weather changes and use. Natural and manmade, permanent, and temporary objects, including other skiers/snowboarders, workers, and objects on display will exist.

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The undersigned hereby ACCEPTS AND ASSUMES ALL RISKS in connection with his/her participation in the Vertical Challenge Event Series ("VC") and hereby WAIVE AND RELEASE on the undersigned's behalf, and/or on behalf of the undersigned's minor child(ren), any and all claims that the undersigned may have, or that the undersigned may hereafter have, whether known or unknown, against The Host Resort (See List of Host Resorts below), Vertical Challenge LLC, and all official sponsors and all their parent, subsidiary, affiliated and successor companies, real and personal property owners, employees, representatives, agents, volunteers, officers and directors, (hereafter Releasees) arising out of or attributable to the undersigned's participation in the Vertical Challenge Event Series, whether arising out of the ordinary NEGLIGENCE of any Releasees or otherwise, including claims for any and all injury, illness (including without limitation potential exposure to influenza, pneumonia, and/or COVID-19), death or damage resulting from any Releasees' acts of negligence, that is, their failure to use reasonable care in any and all aspects of the operation of this race, the facilities, equipment and premises, as well as in the grooming, maintenance and selection of the race trail and in the transportation of participants to and from the race and/or competition, or any other person or cause, at all times and under any and all circumstances. The undersigned covenants not to make or bring any such claim against any Releasees, and forever releases and discharges the Releasees from liability under such claims.

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**Host Resorts:** The undersigned agrees that the Host Resort, at which he/she and/or his/her child(ren) participates in the Vertical Challenge, as listed below are, and should be considered as "Releasees" as identified within this document. Those resorts include: Saddleback, ME, Lost Valley, ME, BigRock Mountain, ME, Nashoba Valley, MA, Cranmore Mountain Resort, NH, Ski Butternut, MA, Jiminy Peak, MA, Catamount, NY, Berkshire East, MA, McIntyre Ski Area, NH, Pats Peak, NH, Snow Ridge, NY, Swain Resort, NY, Mount Southington, CT, Ski Sundown, CT, Burke Mountain, VT, Smugglers' Notch, VT, Saskaena Six, VT, Bolton Valley, VT, Pico Mountain, VT, Bromley Mountain, VT, King Pine, NH and Jay Peak, VT.

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The undersigned agrees to DEFEND, INDEMNIFY and HOLD HARMLESS the Releasees, for any and all loss or damage he/she may cause to person or property while engaged in ski/snowboard and race-related activities. This includes, but is not limited to, any and all claims for personal injury, death, and/or property damage that may in any way arise out of the use of the event venue, race trail, facilities, equipment and premises, regardless of whether such loss or damage be caused to myself or to others.

Initial \_\_\_\_\_

(OVER)

The undersigned agrees with the premise that a participant is, at all times, a competitor, whether practicing for competition, or in competition and that competitive skiing and/or snowboarding is more hazardous than recreational skiing and snowboarding. Furthermore, the undersigned agrees that the competitor is always provided an opportunity to conduct a reasonable physical and visual inspection of the training, race or competition course, and the undersigned agrees to physically, and visually, inspect the course before competing or training. The undersigned agrees and understands that the competitor will be held to assume the risk of all course conditions including, but not limited to, weather and snow conditions, premises, course construction or layout, other competitors, spectators and obstacles and is responsible for his/her safety while participating in the Vertical Challenge and that such responsibility includes participation in the Vertical Challenge only: a) when he/she is both physically and psychologically prepared to participate safely, b) after fully familiarizing himself/herself with the venue before beginning the Vertical Challenge, and c) while using the equipment of a type and condition reasonably necessary to safely participate in the Vertical Challenge, he/she assumes all risks and responsibilities for any injury or loss connected with his/her participation in the Vertical Challenge. **Initial** \_\_\_\_\_

The undersigned further authorizes the Releasees to call for such medical care for the participant or to transport the participant to the appropriate medical provider, if, in the opinion of anyone working at the Vertical Challenge, medical attention is needed for the participant. This authorizes a licensed physician or other recognized First Aid Room staff member to carry out emergency medical care deemed necessary for the participant to any medical facility, clinic, or hospital, and that the Releasees shall not have any further responsibility for the participant. **Initial** \_\_\_\_\_

The undersigned agrees to pay all costs associated with such medical care and related transportation for the participant and indemnify and hold harmless the Releasees from any costs incurred therein. Participants who have medical conditions that may be hazardous to their health while participating in this event such as a heart condition or pregnancy, will participate at their own risk and acknowledge this with their signature below. **Initial** \_\_\_\_\_

The applicable laws of the state in which the Host Resort resides govern this agreement. I hereby agree that any claim or suit that the undersigned or any of undersigned's heirs file against the Releasees must be submitted to the jurisdiction of the State or Federal Courts of the state in which the Host Resort resides. I further agree that should the undersigned or any of undersigned's heirs file claim or suit against Vertical Challenge LLC, its owners, agents, or employees such claim or suit must be submitted to the jurisdiction of the State or Federal Courts of New Hampshire. **Initial** \_\_\_\_\_

The undersigned hereby grants permission to the Releasees to use undersigned's, or undersigned's child(ren)'s, image(s), picture, or other likeness(es), (collectively, "Image"), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium in connection with these activities. The undersigned also understands that, and grants permission to Releasees' to list the undersigned and/or the undersigned's child(ren)'s name(s) on the results sheet, which may be posted following the event at the Host Resort, and online. The undersigned also grants permission to Releasees to utilize undersigned's email address for information from the Vertical Challenge LLC, and all Vertical Challenge LLC sponsors. At any time, you may update your preferences and/or opt out of any email messages. **Initial** \_\_\_\_\_

As parent/guardian with legal responsibility for a minor participant, I am authorized to sign this agreement for the child. I consent and agree for the minor child to be bound by this agreement and I hereby defend, indemnify, and hold harmless Releasees for all awards, legal expenses, and settlements arising out of the child's participation in the Vertical Challenge and use of the ski area facilities, equipment, and premises. **Initial** \_\_\_\_\_

**WARNING: Vertical Challenge (VC), its sponsors and host resorts encourage participants in the VC to ski/snowboard under control, to employ prudent skiing/snowboarding practices, and to ski/snowboard within the limits of their ability AT ALL TIMES. It is the sole responsibility of each participant to know the limit of his/her ability, to ski/snowboard within that limit and, at all times, to adhere to the Responsibility Code.** **Initial** \_\_\_\_\_

**I, the undersigned, acknowledge that I have carefully read this Agreement and Release of Liability and understand its contents. I understand that my signature below expressly waives any rights I may have to bring a claim against or sue the Releasees for any injuries, death and/or damages. I further understand that this is a contract that limits my legal rights and that it is binding upon me, my heirs, and legal representatives. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I intend this document to be interpreted as broadly as permissible under the laws of the state in which the Host Resort is located, and I understand that it is not intended to assert any claims or defenses prohibited by law.**

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature (in the event  
participant is a minor)

\_\_\_\_\_  
Date