



2020-21 RACE WAIVER AND RELEASE OF LIABILITY AGREEMENT

CHECK ONE: RACER VOLUNTEER

Release of Liability and Waiver Please read carefully! This is a release of liability and waiver of certain legal rights.

I agree that, in consideration for my and/or my minor child’s participation in any Sports Activities (as defined below), I hereby release, discharge, covenant not to sue, and agree to hold harmless and indemnify Blue Hills Ski Area from any and all claims and causes of action by me or my minor child, or on my/his/her behalf, against Ski Blue Hills Management LLC d/b/a Blue Hills Ski Area (hereinafter “Blue Hills Ski Area”) arising directly or indirectly out of my or my child’s participation in any Sports Activities and/or use of Blue Hills Ski Area services, facilities or premises. This release includes all claims, liabilities, personal injury, property damage, illness (including but not limited to COVID-19), disability and death arising from any cause whatsoever, including, but not limited to, negligence on the part of Blue Hills Ski Area. I also agree to indemnify (including costs and reasonable attorneys’ fees) Blue Hills Ski Area for any claim brought on behalf of any minor named in this Release of Liability and Waiver.

I agree that, in my capacity as an athlete, coach, alpine official, volunteer, spectator, and/or a parent or guardian, I understand that snow skiing and snowboarding, training and practicing (on and off snow), warming up, racing, competitions, volunteering in a support role at races, coaching and any other use of services, premises and facilities (collectively referred to as “Sports Activities”) at Blue Hills Ski Area can be hazardous and that injuries are common when participating in Sports Activities. I also acknowledge that, despite the preventative measures and safety protocols implemented by Blue Hills Ski Area, my presence at the ski area and/or participation in winter sports and other activities at the ski area entails a risk of exposure to or transmission of the coronavirus (COVID-19).

I accept and assume all known or unknown risks associated with Sports Activities, including, but not limited to, changing weather conditions, variations and steepness in terrain, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, the uses of lifts, collisions with natural or man-made objects, other persons, grooming and snowmaking equipment, lift towers and other structures and their components, the failure of safety equipment and netting, whether or not properly installed, the setting and location of race courses, falling, loss of control, exceeding one’s ability, and conditions caused by the negligence of coaches, athletes, employees, directors, officers, agents, sponsors, volunteers and safety services personnel. I hereby freely and expressly assume any and all risk of property damage, injury (including serious injury, permanent disability and paralysis), and death associated with Sports Activities.

I hereby represent that I understand the nature of the Sports Activities, and that I and/or my child am/is qualified, in good health, and in proper physical condition to participate in the Sports Activities. I hereby acknowledge that if I believe conditions are unsafe, I will immediately discontinue the Sports Activities. I further represent that I and my child currently have, and agree to maintain during any Sports Activities, valid and sufficient health and liability insurance. I also agree to comply with all policies and procedures implemented to reduce the risk of COVID-19 exposure, all posted instructions and restrictions, and all requests, instructions and warnings provided by attendants and other ski area employees regarding COVID-19 safety protocols.

I have carefully read and understood this agreement and all of its terms, and understand that I am giving up substantial rights for me and my child by signing it, and I am signing it freely and without any inducement or assurance of any nature. I intend and agree that his agreement is governed by the laws of Massachusetts. I intend this agreement 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 agreement is held to be invalid, the balance notwithstanding shall continue in full force and effect. I enter into this agreement freely and voluntarily and agree that it will be binding upon each of me and my heirs, assigns, and legal representatives.

I also understand and agree that no racer, coach, alpine official, or volunteer will be allowed to participate in any Blue Hills Ski Area sport activities until he or she, or his/her parent/guardian, has signed his or her consent to the above form.

PARTICIPANT NAME: _____ DATE: _____ PARTICIPANT SIGNATURE: _____

Parent or guardian of Participant (must be signed by parent or legal guardian if Participant is under eighteen (18) years of age). As parent or guardian of the named Participant, I hereby agree to the waiver, release and indemnity provisions referred to above and I will be responsible for the payment of any medical expenses incurred by this minor.

PARENT OR GUARDIAN NAME: _____ DATE: _____ PARENT OR GUARDIAN SIGNATURE: _____