

DEVIL'S ELBOW RACING CLUB

ASSUMPTION OF RISK, RELEASE AND INDEMNITY AGREEMENT

READ VERY CAREFULLY BEFORE SIGNING

I, (Name of Participant) _____ and
(Name of Parent Guardian) _____, in

consideration of being allowed to participate in the programs of Devil's Elbow Racing Club do hereby release and hold harmless and indemnify the directors, shareholders, officers, employees, volunteers, agents, servants of Devil's Elbow Racing Club and Elbow Skiing Limited, from claims, actions, or damages without any limitation whatsoever, whether consisting of loss, personal injury, property damage, or death, that does or may result in any way from my participation in these competitive sporting events or programs, assuming myself any and all responsibility and liability for same. I further agree to indemnify and hold harmless all of those above names from any damages or costs or expenses whatsoever which they or any of them may sustain as a result of any claim brought by anyone against any of them as a result of my preparation for and/or participation in these competitive sporting events or programs.

The undersigned acknowledges that skiing and the participation in competitive sporting events or programs are HAZARDOUS activities which carry with them significant risk of serious personal injury, death or property damage to me or others. I have made a voluntary choice to participate in these competitive sports programs and, in the case of a parent or guardian, to allow my child or ward to participate. I agree to accept all responsibility for the risks, conditions and hazards which may occur whether or not they are now known or contemplated by me.

This release is binding, and I so understand, not only upon myself but upon my heirs, administrators, executors, and assigns, and I herewith again reaffirm my free and willing intent to exercise it, acknowledging a complete understanding of its terms and conditions and the totality of its effect, and the totalness of the waiver of rights that I would otherwise have had, had this agreement not been executed.

The undersigned is either (i) the Participant named above and represents and warrants that he/she is at least 18 years old or (ii) the Parent/Guardian of Participants under 18 years of age.

Dated at _____ this _____ day of _____, 20_____.

Participant _____ Parent (Guardian) _____.