winter4kids

Event Participation Waiver

New Jersey ski-area activities

IMPORTANT: This agreement affects legal rights. Please read it carefully before signing.

Warning, Assumption of Risk, and Release of Liability

I am the participant identified in this registration, or I am authorized to complete this registration and acknowledge this agreement on the participant's behalf. I represent that I have authority to enter into this agreement if the participant is under 18 years of age.

I understand that alpine skiing, snowboarding, snow tubing, ski-lift use, lessons, races, training, walking on mountain property, and other winter or mountain activities involve inherent and other risks that may result in serious injury, illness, property damage, permanent disability, or death.

These risks include, but are not limited to: changing weather, visibility, and snow conditions; ice; bare spots; rocks; trees; stumps; moguls; jumps; uneven or changing terrain; variations in trail conditions; falls; collisions with other participants, employees, natural objects, equipment, structures, or man-made objects; participant error; loss of control; equipment failure; lift loading, riding, and unloading; and the actions or omissions of the participant or others.

I understand that snowmaking equipment, snowmobiles, grooming machines, lifts, lift towers, fencing, racing equipment, and other operational equipment and vehicles are necessary for ski-area operations and may be encountered on or near trails at any time. Contact with this equipment may result in serious injury or death.

New Jersey Skier Responsibilities

I understand that New Jersey law assigns duties to skiers and recognizes that skiing and other ski-area activities involve risks that may be impractical or impossible for a ski-area operator to eliminate. I agree that the participant will:

- Know and remain within the limits of the participant's ability;
- Maintain control of speed, course, and direction at all times;
- Heed posted warnings, signs, trail designations, closures, and staff instructions;
- Stay clear of grooming equipment, vehicles, lift towers, snowmaking equipment, and other mountain equipment;
- Use only designated open trails and slopes and avoid terrain beyond the participant's ability;
- Refrain from conduct that may cause or contribute to injury to the participant or others;
- Ask for and follow instructions before using a lift when the participant does not know how to load, ride, or unload safely; and
- Wear a properly fitted protective helmet whenever required by New Jersey law or Winter4Kids rules.

Mountain Property and Program Rules

I understand that Winter4Kids property, including parking areas, walkways, stairs, buildings, and other walking surfaces, may contain snow, ice, water, gravel, uneven surfaces, and other conditions consistent with a winter mountain environment. I agree that the participant will wear appropriate footwear, exercise caution, and follow all Winter4Kids safety rules and staff instructions.

Voluntary Assumption of Risk

I freely and voluntarily acknowledge, accept, and assume all risks associated with the participant's participation in Winter4Kids programs and activities, presence on Winter4Kids property, and travel to and from Winter4Kids, whether those risks are known or unknown, inherent or otherwise.

Release and Waiver

To the fullest extent permitted by law, I release and waive claims against Winter4Kids and its trustees, directors, officers, employees, instructors, coaches, agents, servants, volunteers, representatives, affiliates, and assigns for personal injury, death, illness, property damage, or other loss arising from or related to the participant's activities, presence on Winter4Kids property, or travel to and from Winter4Kids, including claims alleging ordinary negligence. This release does not apply to claims that cannot lawfully be released.

Choice of Law and Venue

This agreement shall be governed by the laws of the State of New Jersey. Any claim or dispute involving Winter4Kids shall be brought in an appropriate state or federal court in New Jersey. Venue for a state-court proceeding shall be in Sussex County, New Jersey.

Required Electronic Acknowledgment

By signing this waiver, I confirm that I have carefully read and understand this Warning, Assumption of Risk, and Release of Liability. I understand that my signature is intended to serve as my signature and agreement to these terms. I am the participant identified in this registration, or I am authorized to complete this registration and acknowledge this agreement on the participant's behalf. I represent that I have authority to enter into this agreement if the participant is under 18 years of age.

_____

Signature

_____

Date