

Participant Name (please print legibly)	Bib #
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**AGREEMENT, WAIVER, RELEASE OF CLAIMS, WARNING OF RISK AND ASSUMPTION OF RISK FOR WINTERDASH PARTICIPANTS: READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.**

1. I understand that participating in WinterDASH is a hazardous activity. I acknowledge that WinterDASH is a test of my physical and mental limits that carries with it inherent risks of physical injury that cannot be eliminated completely, including but not limited to an above-average risk of death and/or serious injury. 2. I expressly, knowingly and voluntarily assume all of the risks of participating in WinterDASH. I understand and acknowledge that these risks include, but are not limited to: falls; contact or collision with other participants, contact and the effects of contact with natural and man-made fixed objects, road and surface hazards; inadequate competition equipment and/or equipment failure; dangers arising from weather conditions, including but not limited to, cold, humidity, ice, rain, or fog; imperfect course conditions; and inadequate safety measures. I expressly assume all risks and take full responsibility for any and all damages, liabilities, losses, or expenses that I incur as a result of participating in WinterDASH. 3. I agree that it is my responsibility to determine whether I am sufficiently fit, healthy, skilled and physically trained to safely participate in WinterDASH. I certify that I have no known or knowable physical or mental conditions that would affect my ability to safely participate in WinterDASH, or that would result in my participation creating a risk of danger to myself or to others. I further certify that I have not been advised or cautioned otherwise by a medical practitioner. I agree that while participating in WinterDASH I will inspect all obstacles before attempting them, and if I believe or become aware that any are unsafe or pose unreasonable risks for my ability that I will not attempt the obstacle. I accept full and sole responsibility for my decision to participate and adequacy of my equipment. I agree to assume liability for any and all medical costs incurred as a result of my participation in WinterDASH that are not covered by my insurance, including but not limited to costs of: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services. I agree to indemnify and hold harmless the Released Parties (as defined below) from all liability for such costs. 4. I agree to abide by the rules of WinterDASH and to comply with the directions and instructions of WinterDASH personnel. I understand that course personnel may refuse to allow me to complete the course if they feel, at any time, that I am unfit to continue. 5. I grant permission to AOEF to use my photograph and/or any other record of my participation in WinterDASH for any legitimate purpose. I understand that any and all photographs, motion pictures, recordings, and/or likenesses of me captured during WinterDASH by Mt. Ashwabab, its affiliated entities or contractors, and/or the media become the sole property of AOEF. I grant the right, permission and authority to AOEF to use my name and any such photographs, motion pictures, recordings, and/or likenesses for any legitimate purpose, including but not limited to promoting, advertising, and marketing activities. I further understand that AOEF, as sole owner, has the full right to sell and/or profit from the commercial use of such photographs, motion pictures, recordings, and/or likenesses. 6. I hereby waive, release and forever discharge AOEF and the other Released Parties from any and all claims I may have arising out of my participation in WinterDASH. I covenant and agree not to sue AOEF or any of the other Released Parties for any such claims. In consideration of being permitted to participate in WinterDASH, I hereby waive, release and forever discharge the following parties (the "Released Parties") from any and all Claims (as defined below): AOEF and its directors, officers, employees, agents, contractors, insurers and volunteers; all state, city, town, county, and other governmental bodies and/or municipal agencies whose property and/or personnel are used and/or who in any way assist with WinterDASH; and any or all parent, subsidiary or affiliate companies, licensees, officers, directors, partners, board members, shareholders, supervisors, insurers, agents, and representatives of any of the foregoing. I understand that this waiver, release and discharge operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf. I understand that this agreement to indemnify, defend and hold harmless operates for myself as well as on behalf of my spouse, children, parents, guardians, heirs, next of kin and any legal or personal representatives, executors, administrators, successors and assigns, or anyone else who might claim or sue on my behalf.

**BY SIGNING BELOW, I AFFIRM THAT I HAVE READ THIS AGREEMENT, I UNDERSTAND ITS CONTENT, AND I INTENTIONALLY AND VOLUNTARILY SIGN THIS AGREEMENT.**

Signature	Signature of Parent/Guardian (if under 18)
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Name of Participant	
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Date of Birth	
Address 1	
Address 2	
City	
State / Zip	
Phone	
Email	
Emergency Contact Person	
Emergency Contact Phone	

## Charitable Donation

This is an optional opportunity to contribute to Ashwabay Outdoor Educational Foundation. The Ashwabay Outdoor Educational Foundation is a 501c.3 non-profit established in 2002 to develop, foster and encourage outdoor winter sports, such as Alpine and Nordic skiing and Snowboarding. The foundation wants to create opportunities for citizens to participate in and contribute to the outdoor culture of the region. With Mt. Ashwabay Ski and Recreational Area as the base for activities, the Foundation has an outstanding venue for healthful recreation that enhances physical fitness. As a family-oriented, community-based organization, the Foundation promotes high standards of fair play and sportsmanship.

Optional Donation Amount	\$
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Registration Fee	\$30.00
State & Local Tax 5.5%	\$1.65
<b>Total Paid</b>	<b>\$</b>

Payment Method	
Reference #	