



777 Waterwheel Drive, Seven Springs, PA 15622-4007
www.7springs.com | (800) 452-2223

NAME OF EVENT: **SPECIAL OLYMPICS WINTER GAMES 2019**

NAME OF VOLUNTEER/SPECTATOR: _____

ADDRESS: _____

CITY: _____ STATE _____ ZIP _____

PHONE: _____ DATE OF BIRTH: _____

ACKNOWLEDGMENT OF RISK, AGREEMENT NOT TO SUE, RELEASE OF LIABILITY AND INDEMNITY

I acknowledge that as a volunteer or spectator at the event identified above, including, but not limited to competitions, practice sessions, training sessions, and recreational skiing/boarding ('the event'), I may be near or within the boundaries of ski slopes, terrain parks, features within terrain parks, and lifts. As a result, I could be seriously injured or killed by collisions with skiers, boarders, skiing/snowboarding equipment, lifts, or other spectators. In consideration for permission to be a volunteer/spectator, I VOLUNTARILY ASSUME THE RISK OF SERIOUS INJURY OR DEATH ARISING OUT OF OR RELATING TO MY ROLE AS A SPECTATOR OR VOLUNTEER, INCLUDING BUT NOT LIMITED TO, SERIOUS INJURY OR DEATH CAUSED BY NEGLIGENCE ON THE PART OF SEVEN SPRINGS MOUNTAIN RESORT, INC. ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES, PARENTS, AND AFFILIATES ("SEVEN SPRINGS"). I FURTHER AGREE NOT TO SUE, TO RELEASE FROM ANY AND ALL LIABILITY, AND TO INDEMNIFY, HOLD HARMLESS, AND DEFEND SEVEN SPRINGS for any damage, injury, or death to myself, to any other person on whose behalf I am signing this Agreement, or to any other person or property, regardless of any negligence on the part of Seven Springs.

I agree that any and all disputes will be litigated under Pennsylvania law in the Court of Common Pleas of Somerset County, Pennsylvania.

I further agree that if any part of this Agreement is determined to be unenforceable, including the Parent/Guardian statement below, all other parts shall be given full force and effect.

I understand that I may be photographed or video graphed while a volunteer/spectator. I agree to allow my photo, video, film or likeness to be used by Seven Springs for any legitimate purpose.

I have carefully read and understood this Agreement and all of its terms. I understand that this is a release of liability and an indemnity which will legally prevent me or any other person on my behalf from filing suit or making any other legal claim for damages in the event of my death or any injury to me. I nevertheless enter into this Agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns and legal representatives.

VOLUNTEER/SPECTATOR'S SIGNATURE: _____

DATE: _____

FOR PARENTS OR GUARDIANS OF VOLUNTEERS/SPECTATORS UNDER 18 YEARS OF AGE

As parent/guardian of this volunteer/spectator, I do consent and agree to release and indemnify Seven Springs from any and all liabilities resulting from any **NEGLIGENCE AND/OR CARELESSNESS** of Seven Springs and incidents related to his/her participation in the Activity for himself or herself, myself, my spouse, our heirs, assigns, and next of kin.

SIGNATURE OF PARENT OR GUARDIAN (IF APPLICABLE) _____

DATE _____