



Student Information WAIVERS AND RELEASES

GENERAL INFORMATION

Student's Name: _____ Age: _____ Gender: M F

Street Address: _____ Height: _____ Weight:** _____

City _____ State: _____ Zip: _____

Phone: Day: _____ Night: _____ E-mail: _____

***NOTE: Due to manufacturer's limitations, maximum weight limit for bi-ski and mono-ski is 180 pounds.*

Emergency Contact:

Name: _____ Relationship: _____

Day Phone: _____ Evening Phone: _____

Primary Physician Name: _____ Phone: _____

MEDICAL INFORMATION

Disability: _____ Onset: _____

Medications (name, dosage, frequency, & reason for medication): _____

Past Surgical Procedures (date, any complications): _____

Secondary Disability: _____

Please answer the following questions as applicable. If "Yes", please explain.

- Are you currently under a doctor's care for any condition? Yes No
- Are you allergic to anything? (medications, food, latex, etc.)? Yes No
- Do you have/use an Epi-Pen? Yes No
- Do you have any special dietary requirements? Yes No
- Do you need to limit your activities for any reason? Yes No
- Do you have any special medical conditions (diabetes, asthma, heart)? Yes No
- Do you have any special medical instructions or information? Yes No

Explanations: _____

General Physical Condition: Fair Good Excellent

Physical Aids: Walker Wheelchair Crutches Braces (Describe below) Other (describe below)

SECONDARY PROBLEMS

Comment as appropriate.

Circulatory in Limbs _____ **Diabetes:** Yes No If yes, insulin: Yes No

Cardiovascular: _____ **Vision Loss:** _____

Seizures: Yes No If yes, controlled with medication? Yes No

Type of Seizure: _____ Date of Last Seizure: _____

Bladder Management: Self: Yes No Catheter: Yes No Leg Bag: Yes No

Endurance: Normal: Yes No Decreases with Activity: Yes No

Hearing Loss: Yes No Describe: _____

Sensory Loss: Yes No **Pain:** Heat & Cold Pressure Circulation in limbs

Other secondary problems: _____

MOTOR STATUS

Please list any problems with MUSCLE TONE, RANGE OF MOTION OR STRENGTH in the space below. Also note any spasticity or paralysis and area affected.

BEHAVIOR & GENERAL ATTITUDES

Enter number to items listed below.

Key: 1 = Normal - No Problems; 2 = Mild Problems – Interferes Occasionally;

3 = Moderate Problems – Interferes Frequently; 4 = Severe Problems – Interferes Constantly

___ Frustration Tolerance	___ Hostility	___ Confusion	___ Anxiety
___ Distractibility	___ Impulsivity	___ Following Directions	___ Temper
___ Spatial Disorientation	___ Problem Solving	___ Memory Loss (Short or Long)	
___ Slowness of Cognitive	___ Slowness of Speech	___ Ability to Self Correct	

ACTIVITIES & SPORTS INVOLVEMENT

New Skier Previous Skier: Amount of Experience: _____

Swimming Weights Soccer Sailing Basketball Ice Skating Water Skiing

Walking Running Gymnastics Tennis Biking Other: _____

MISC. INFORMATION

Your goals for the ski season: _____

School or place of employment: _____

Grade/class or position: _____ Work phone: _____

Usual number of relative/friends that accompany you to ski area: _____

How did you hear about our program? _____

Liberty Mountain Resort & Blue Ridge Adaptive Snow Sports, Inc.

Participants Agreement and Release

NOTICE OF RISK

I the undersigned, as a participant in adaptive snow sports lessons and activities related to the same, do hereby understand and agree that the sport of skiing/snowboarding contains inherent risks that could lead to serious injury, property loss or death. These risks include, but are not limited to variations in snow conditions, steepness of terrain, ice and icy conditions, moguls, rocks, trees and other forms of forest growth or debris (above or below the skiing surface), bare spots, lift and snowmaking towers, utility lines, snowmaking equipment and component parts, and other forms of man-made or natural obstacles on or off the designated trails, as well as collisions with equipment, fencing, on snow vehicles, obstacles or other skiers/snowboarders and the use of man-made terrain features or designated terrain parks. I also understand and agree that trail conditions vary constantly due to weather conditions and skier/snowboarder use. Other risks include but are not limited to being struck by equipment, carrying equipment while skiing or using the lift and slip and fall related incidents, while on snow and ice covered areas.

ASSUMPTION OF RISK

Understanding the risk, I hereby agree to voluntarily and expressly assume for myself or my minor child all of the risk involved.

RELEASE OF LIABILITY

In consideration of the use of the facilities, **I HEREBY AGREE NOT TO SUE AND TO RELEASE SKI LIBERTY OPERATING CORP., SNOW TIME, INC., PEAK RESORTS, INC., VAIL HOLDINGS, INC., AND BLUE RIDGE ADAPTIVE SNOW SPORTS, INC., INCLUDING THEIR OWNERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL LIABILITY, RELATED TO ANY PAST, PRESENT OR FUTURE INJURY, OR ANY OTHER LOSS RELATED TO MY OR MY CHILD'S PARTICIPATION OR USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF THE RESORT OR BLUE RIDGE ADAPTIVE SNOW SPORTS, INC. OR THEIR EMPLOYEES OR AGENTS, INCLUDING GROSS NEGLIGENCE OR IMPROPER CONDUCT OR ANY OTHER CAUSE ENFORCEABLE BY LAW.**

I FURTHER AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE SAME, FROM ANY CLAIM WHICH RESULTS FROM MY, OR MY CHILD'S USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF THE SKI AREA OR OTHER PARTY RELEASED.

I hereby grant permission for the resort to use any photo, video or sound recording of me, or my family for any legitimate business purpose.

I understand and agree that this agreement is binding upon myself, my heirs, executors and administrators, acknowledging a complete understanding of the terms, conditions and the totality of its effect. I agree that all disputes arising under this contract shall be litigated exclusively in the Court of Common Pleas of Adams County, PA or in the United States District Court for the Middle District of Pennsylvania.

This agreement is governed by the applicable laws of this state. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

Signature of Participant

Date

Signature of Parent or Guardian (if under 18)

Date

(The signature of one parent/guardian binds both parents/guardians in reference to this agreement)

Disabled Sports USA Waiver & Release of Liability Agreement

Disabled Sports USA, and its affiliated Chapters (“Released Parties”) are non-commercial, not for profit activity providers. The purpose of this Disabled Sports USA Waiver & Release of Liability Agreement is to exempt, waive, and relieve Released Parties from any and all liability for any harm, wrongful death, personal injury, property damage, claim or cause of action, including, but not limited to liability arising from the negligence of Released Parties. “Released Parties” include Disabled Sports USA, Blue Ridge Adaptive Snow Sports, Inc., and their affiliates, successors, predecessors, parents, subsidiaries, owners, representatives, administrators, directors, officers, agents, coaches, employees, contractors, assigns, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

In consideration of the undersigned Participant being allowed to participate in any way in Disabled Sports USA and/or Blue Ridge Adaptive Snow Sports, Inc. related events and activities, the Undersigned (“Undersigned” means the Participant or the Participant’s parent, legal guardian, or legal representative when the Participant is under the age of 18 or legally incapacitated) agrees and acknowledges as follows:

1. Risks of Activity. Participant will be taking part in activities that can be hazardous and involve the risk of physical injury and/or death. The activities are inherently dangerous and Undersigned fully realizes the dangers of participating in the activities. The dangers and risks of the activities include, but are not limited to the condition of the premises and equipment, and the acts, omissions, representations, carelessness, and negligence of the Released Parties. Recognizing the risks and dangers, the Undersigned voluntarily chooses for Participant to participate in the activities and expressly assumes all risks and dangers of the participation in the activity, whether or not described above, known or unknown, inherent, or otherwise.

2. Release and Indemnification. Undersigned (a) unconditionally releases, forever discharges, and agrees not to sue the Released Parties for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant’s participation in any Disabled Sports USA/ Blue Ridge Adaptive Snow Sports, Inc. events or activities or the Participant’s presence on or travel to the premises where such events or activities take place, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agrees to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims, or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant’s participation in such events or activities or the Participant’s presence on or travel to the premises where such events or activities take place.

3. Helmet Use. Undersigned agrees that Participant shall use a helmet when participating in the following activities: Alpine skiing, cycling, equestrian, ice hockey, outdoor rock climbing, snowboarding, white water kayaking, white water river rafting, and any other activity when directed by Released Parties. Undersigned understands that a

helmet is in no way a guarantee of safety and that no helmet can protect the wearer against all foreseeable impacts to the head, and that the activities can expose the Participant to forces that exceed the limits of protection provided by a helmet. Undersigned agrees to assume full responsibility for complying with this paragraph and that Released Parties shall not be liable for any injury or damages resulting from Participant’s failure to use a helmet.

4. Medical Treatment. Undersigned understands that the Released Parties do not have medical personnel available at the location of the activities. Undersigned hereby grants the Released Parties permission to administer first aid or to authorize emergency medical treatment, if necessary. Undersigned understands and agrees that any such action by the Released Parties shall be subject to the terms of this agreement and release, including any liability arising from the negligence of the Released Parties when administering first aid or authorizing others to do so. Undersigned understands and agrees that the Released Parties do not assume responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

5. Miscellaneous. Undersigned agrees (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations, and ordinances; (b) this Agreement shall be governed by the laws of the State of Maryland and the exclusive jurisdiction and venue for any claim shall be located in the state courts located in Anne Arundel County, MD; (c) this Agreement shall be binding upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned; (d) this Agreement shall be construed as broadly as permitted by applicable law; and (e) that in the event that any clause or provision of this Agreement shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST. BY SIGNING BELOW, I HEREBY REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE AND FULLY COMPETENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF.

Participant’s Signature	Participant's Name (please print clearly)	Date

FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED

Undersigned parent, or legal guardian, or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent, or legal guardian, or legal representative of a minor or legally incapacitated adult, the parent, legal guardian, or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. The Undersigned parent, or legal guardian, or legal representative agrees that, but for the foregoing, the minor or legally incapacitated adult would not be permitted to participate in the activities. By signing below, I hereby represent that I am the parent, legal guardian, or legal representative of a minor, or legally incapacitated adult Participant and that I have the authority to sign on the Participant’s behalf.

Minor’s DOB	Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name	Relationship	Date

Disabled Sports USA Media Release Agreement

Disabled Sports USA, and its affiliated Chapters (“Released Parties”) are non-commercial, not for profit activity providers. “Released Parties” include Disabled Sports USA, Blue Ridge Adaptive Snow Sports, Inc. and their affiliates, successors, predecessors, parents, subsidiaries, owners, representatives, administrators, directors, officers, agents, coaches, employees, contractors, assigns, and volunteers; other participants, sponsoring agencies, sponsors, and advertisers; and, if applicable, the owners, operators, and lessors of premises on which the activities or events take place.

MEDIA RELEASE FORM

MEDIA/PHOTO WAIVER: Undersigned authorizes and gives full consent to Released Parties to copyright and/or publish for public view any and all photographs, digital recordings, videotapes, and/or film in which Participant appears. Undersigned agrees that Released Parties may transfer, use, or cause to be used, these digital recordings, photographs, videotapes, or films for any exhibitions, public displays, publications, commercials, art and advertising purposes, television programs, and internet without limitations or reservations.

Participant’s Signature	Participant’s Name (please print clearly)	Date

FOR PARTICIPANTS UNDER THE AGE OF 18 OR LEGALLY INCAPACITATED

Undersigned parent, or legal guardian, or legal representative acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor or legally incapacitated adult and that the minor or the legally incapacitated adult shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent, or legal guardian, or legal representative of a minor, or legally incapacitated adult, the parent, legal guardian, or legal representative understands that he/she is also waiving rights on behalf of the minor or legally incapacitated adult that the minor or legally incapacitated adult otherwise may have. By signing below, I hereby represent that I am the parent, legal guardian, or legal representative of a minor, or legally incapacitated adult Participant and that I have the authority to sign on the Participant’s behalf.

Minor’s DOB	Parent/Legal Guardian or Representative Signature	Parent/Legal Guardian or Representative Name	Relationship	Date