

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

I acknowledge that this athletic event, The 24 Hours of Killington, is an extreme test of a person's physical and mental limits and carries with it the potential for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, darkness, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, lack of hydration, and actions of other people including but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors and/or producers of the event. These risks are not only inherent to athletics, but are also present for volunteers. I hereby agree to assume all of the risks of participating and/or volunteering in The 24 Hours of Killington. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released from dangerous or defective property owned, maintained, or controlled by them or because of their liability without fault.

I certify that I am physically fit, have trained sufficiently for participating in this event and have not been advised otherwise by a qualified medical person.

I acknowledge that this Accident Waiver and Release of Liability form will be used by the event holders, sponsors and organizers, and that it will govern my actions and responsibilities at said event.

In consideration of my application and permitting me to participate in The 24 Hours of Killington, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows: (A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including attorney's fees, litigation costs, and my traveling to and from The 24 Hours of Killington, THE FOLLOWING ENTITIES OR PERSONS: Granny Gear Productions, Inc., Killington/Pico Ski Resort Partners LLC, and any involved municipalities, their directors, officers, employees, volunteers, representatives and agents, the event holders, event directors, event sponsors, vendors, event volunteers, property owners; (B) Indemnify and Hold Harmless the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in The 24 Hours of Killington, whether caused by the negligence of releasees or otherwise.

I agree that all disputes arising under this contract and/or from my use of the facilities at this resort area shall be litigated exclusively in the Circuit Court of Tucker County, West Virginia or in the US District Court for the Northern District of West Virginia.

I hereby consent to receive medical treatment which may be deemed advisable in the event of injury, accident and/or illness during this event.

I understand that at this event or related activities, I may be photographed. I agree to allow my photo, video or film likeness to be used for any legitimate purpose by the event holders, producers, organizers and/or assigns.

This Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum permissible under applicable law.

I further agree to abide by all the rules and regulations as set forth by the director of this event.

I hereby certify that I have read this document and understand its content. (No faxed or photocopied signatures accepted.)

Entrant's Signature _____ **Date** _____

NOTE: If 17 or under, Signature of Parent or Guardian Is Required Below:

The undersigned parent and natural guardian or legal guardian does hereby represent that he/she is, in fact, acting in such capacity and agrees to save, hold harmless and indemnify each and all of the parties referred to above from all liability, loss, claim or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Parent's or Guardian's Signature _____ **Date** _____