

GENERAL RELEASE

**Genesee Valley Region
Eastern Division
National Ski Patrol**

PROGRAM OR EVENT: _____.

I, _____ wish to participate in the above program or event. By signing this document, I state that I have read and understand this document and agree its terms. I will not participate until I have delivered this signed release to the person in charge of registration for the program.

1. Assumption of Risk.

I understand that participating in this program will entail inherent risks of physical injury or death caused by or resulting from my activities or from the activities of other persons or equipment. Vigorous physical activity may be a part of the program. I am aware of the level of such activity and certify that I am physically capable of participating. Genesee Valley Region will not ascertain or evaluate my physical fitness to participate. The activity may consist of the use of machinery or mechanisms and may involve dangerous heights or mountainous topography. If after commencing participation, I feel that continued involvement would be personally dangerous, I will have the right not to continue. My participation is voluntary and will constitute consent by me to undertake such activity at my risk.

2. Release and Indemnification.

By signing this document, I affirm my acceptance of all of risks, property damage, personal injury, including death, which may be sustained by me as a result of my participation even if such is caused by the negligence of the Genesee Valley Region or one of its agents, and I release and discharge the Region and its agents from any and liability incurred.

I agree to indemnify and hold harmless Genesee Valley Region, including its agents, leaders, instructors and participants, from and against any loss, liability, damage or costs, including court costs and attorneys' fees, that it or they may incur as a result of my negligence arising from my participation in the activities.

3. Emergency Medical Treatment

I grant Genesee Valley Region and its representatives permission to authorize emergency medical treatment as might be appropriate and agree that the action connected with my care shall be subject to the terms of this agreement and that Genesee Valley Region shall have no responsibility arising out of treatment by other authorized emergency medical caregivers. I maintain medical insurance that covers me for accidents and illnesses while I am participating in these activities. I am fully responsible for payment of medical expenses, even those not covered by my insurance, incurred as a result of my participation in these activities. Nothing contained herein shall waive my right to benefits provided by the Workers' Compensation Insurance Program if it applies.

4. Binding Effect.

This agreement shall bind me, the members of my family and my spouse, my estate, heirs, administrators, assigns or personal representatives.

5. Choice of Law.

This agreement shall be construed in accordance with the laws of the State of New York without regard to its conflict of law rules. The Courts of the County in which the activities or incidents connected with this agreement shall have occurred shall be the forum for any lawsuits arising out of them. If one or more provisions of this agreement shall be held unenforceable, the validity of the remaining portions shall not be affected thereby.

Participant Signature

Please Print Name

Address

Telephone number

Dated: _____