

HOLIDAY VALLEY RAIL JAM  
ACKNOWLEDGEMENT AND ASSUMPTION OF RISK

**READ THIS DOCUMENT CAREFULLY, IT AFFECTS YOUR LEGAL RIGHTS.**

**1. Personal/Parental Consent.**

I have enrolled myself/my child in Holiday Valley's Rail Jam (the "Event") on:

Saturday, March 13, 2021

**2. Acknowledgement of Risk.**

I understand that this type of freestyle terrain event is dangerous and may include sliding and jumping maneuvers on man-made terrain features such as boxes, rails and jibs. I acknowledge that this type of skiing/snowboarding is dangerous. I understand that the Event include risks of injury from, but not limited to, falls, terrain park elements, jumps, and other man-made features, changing weather conditions, other ground cover, surface and subsurface conditions, and terrain, bumps, moguls, rocks, debris, collisions with other skiers and snowboarders and natural and man-made objects, and skier/snowboarder error. I/my child will visually inspect the terrain and features before participating in each Event. Fencing, equipment covers, padding, signs, rope lines, and other marking devices may be in place in the terrain features in which the Event takes place. These markers will not prevent injury. I understand that it is my/my child's responsibility to stay away from marked areas. I also understand that there may be natural and man-made hazards which may not be marked. I acknowledge that I/my child have sufficient skills to participate in this Event safely, and that I/my child will use equipment that is suitable for participating in the Event safely. I am aware that participation in this Event may result in serious injury, property damage, or death from these risks, and I voluntarily accept such risks on behalf of myself and my child. I have explained the risks inherent in the Event to my child in an age appropriate manner and he/she has acknowledged that he/she understands and accepts those risks.

**3. Effect on Legal Rights.**

I have read this agreement carefully and understand its contents. I have read this agreement to my child and he/she has acknowledged that he/she understands its contents. I am aware that the agreement includes an express assumption of risk. I understand that this agreement may affect legal claims for damages in the event of death or any injury to me/my child. I acknowledge that any questions I/my child have about this agreement or the risks inherent in participating in the Event have been answered to my/my child's satisfaction. I signed this document of my own free will.

**4. Controlling Law.**

I agree that the terms of this agreement are binding on me and my child and shall be governed by the Laws of the State of New York. I also agree that any legal action relating to my or my child's participation in Holiday Valley's Rail Jam Road Show will be brought in the New York State Supreme Court, County of Cattaraugus or the United States District Court for the Western District of New York.

**5. Model Release:** I hereby consent to the use of my name and picture by Holiday Valley, their agents or assigns, for any and all purposes including without limitation television, theater, publication, and any other trade or advertising purposes.

**Inverts / Sommersaults are Not Permitted. An invert in practice or during competition will result in a disqualification. Helmet required.**

Date: \_\_\_\_\_

Registrant: \_\_\_\_\_

Print name

Signature

Witness: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_

(if under 18)