



# Waiver and Release of Liability

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_ ( ) \_\_ - \_\_\_\_\_

Mobile Phone: \_\_ ( ) \_\_ - \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Age: \_\_\_\_\_

### Participant's Emergency Contact Information

Name: \_\_\_\_\_

Relation: \_\_\_\_\_

Phone #1: \_\_ ( ) \_\_ - \_\_\_\_\_

Phone #2: \_\_ ( ) \_\_ - \_\_\_\_\_

**Identification of Risk:** I, (participant) \_\_\_\_\_ understand that there are inherent and other risks involved in sport, that injuries are a common and ordinary occurrence. I understand that these injuries might result not only from my actions, but the actions, inactions, or negligence of others.

**Assumption of Risk:** I agree that I am responsible for my safety while participation in sport (running, skiing, tubing, snowboarding, walking, Nordic walking, racing, etc) with Black Mountain of Maine and Chisholm Ski Club and that such responsibility includes being physically and psychologically prepared to participate, familiarizing myself with the venue before beginning and using equipment safely. I assume all risks, both known and unknown, connected with my participation.

**Waiver:** Being aware of the risks and willing to assume them, I hereby release from any legal liability Black Mountain of Maine and its Board of Trustees, their agents, directors, officers, coaches, employees, sponsors, owners/lessors of used property and trails as well as the owners, manufacturers and distributors of equipment provided to me from liability for injury or death to myself or to any other person or damage to property resulting from my participation in (running, skiing, tubing, snowboarding, walking, Nordic walking, racing, etc) and competition and for any claim based upon negligence, breach of warranty, contract or other legal theory, accepting myself the full responsibility for any and such injury, death or damage which may result. I intend for this waiver and release to also apply to my relatives, personal representatives, heirs, beneficiaries, next of kin, and assigns. This agreement is governed by the applicable law of Maine. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force effect. This waiver does not release acts of gross negligence nor willful and wanton misconduct of any party.

**Insurance:** I currently have and agree to maintain throughout the time I participate, sufficient medical and accident insurance. I understand that this is my responsibility and release any one else from providing it for me.

**For participants under the age of 18:** I consent to the above person's participation in Black Mountain of Maine competition. I acknowledge, for myself and the above person, that we assume all risks, known and unknown, and waive all claims in advance.

***I have read this agreement carefully, understand that I give up substantial rights by signing it, and sign it voluntarily.***

\_\_\_\_\_  
Participant or Parent/Guardian signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name