



# License-To-Slide Release Agreement

2019/2020

PLEASE PRINT

First Name	MI	Last Name	Age		Rentals (Y / N)	Lessons (Y / N)	LTS Card #	Amount Paid
1. _____	_____	_____	_____	Ski / Snowboard	_____	_____	_____	\$ _____
2. _____	_____	_____	_____	Ski / Snowboard	_____	_____	_____	\$ _____
3. _____	_____	_____	_____	Ski / Snowboard	_____	_____	_____	\$ _____
4. _____	_____	_____	_____	Ski / Snowboard	_____	_____	_____	\$ _____
5. _____	_____	_____	_____	Ski / Snowboard	_____	_____	_____	\$ _____
Method of Payment: _____				Check # _____			<b>Total Paid</b>	<b>\$ _____</b>

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

In Case of Emergency, Contact \_\_\_\_\_ Emergency Phone (\_\_\_\_\_) \_\_\_\_\_

I, the undersigned, have read and understand the terms of the License-To-Slide Liability Release Agreement (found on back of this page) and understand the information on this License-To-Slide Participant Information Sheet, which is an essential part of it. I am signing it freely and of my own accord, realizing it is binding upon myself, my heirs, and assigns, and in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its binding effect on them as well as myself.

I AM THE PARTICIPANT AND REPRESENT THAT I AM AT LEAST 18 YEARS OF AGE:

Signature of Adult Participant \_\_\_\_\_ Date \_\_\_\_\_

I AM THE PARENT OR GUARDIAN OF THE ABOVE-NAMED PARTICIPANT(S) UNDER 18 YEARS OF AGE:

I am at least 18 years of age and am the parent/guardian of the above-named minor child/children and have full authority to sign this Agreement on their behalf. I have carefully read this Agreement and understand its contents. I understand and agree that by signing on behalf of the minor(s), the minor(s) and I agree to be bound by its terms to the fullest extent the law will permit.

Printed Name of Parent/Guardian \_\_\_\_\_

Signature of Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

### License-To-Slide Liability Release Agreement

The approved teaching progressions used in the License-To-Slide Program (LTS) is designed to enhance effective learning during the class group lessons and improvement during practice exercises. I will follow "Your Responsibility Code" as shown on this form, Massanutten's website, and posted at various locations around the snow sports area at all times, including "out of class" practice periods without direct supervision of instructors.

Massanutten does not guarantee the opening and closing dates of the 2019/2020 winter season. With a doctor's written medical excuse, Massanutten will refund any unused sessions. No other refunds will be made.

#### I understand that:

- **the LTS card is only valid for the 2019/2020 snow sports season.**
- **the LTS card is for the sole use of the person whose name appears on the card.**
- **the LTS card must be presented with a valid ID.**
- **the LTS card may be revoked without refund for misconduct or misuse.**
- **a \$20 fee will be charged for a replacement card if lost or stolen.**
- **the person whose name appears on the card agrees to the above listed conditions.**

As a condition of holding a License-To-Slide card and being permitted to use any and all of the facilities of the snow sports area, I further agree to assume all risk of personal injury or loss or damage to any of my property.

I understand and accept the fact that skiing and snowboarding in its various forms is a hazardous sport that has many dangers and risks. I realize that injuries are a common and an ordinary occurrence of this sport. I agree, as a condition of being allowed to use the snow sports facility and premises, that I freely accept and voluntarily assume all risks of personal injury, or death, or property damage, and release Massanutten and its agents, employees, directors, officers and shareholders from any and all liability for personal injury or property which results in any way from negligence, conditions on or about the premises and facilities, the operations of the snow sports area including, but not limited to, grooming, snowmaking, ski lift operations, actions or omissions of employees or agents of the area, or my participation in skiing and snowboarding or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.

I agree that any legal dispute arising out of this agreement, my use of the

equipment, or my participation in the sport shall be submitted to mediation prior to filing a lawsuit. Only after mediation has been conducted may a lawsuit then be filed. Any such lawsuit shall be filed in the U.S. District Court for the Western District of Virginia or the Circuit Court of Rockingham County, Virginia, even if another venue is more convenient. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Skiing/snowboarding is an inherently dangerous sport which can result in personal injury, death, or property damage. Observe "Your Responsibility Code" at all times. If you are not willing to accept the above statement, you do not have permission to ski/snowboard this area.

#### YOUR RESPONSIBILITY CODE

Skiing and snowboarding can be enjoyed in many ways. At ski areas you may see people using alpine, snowboard, telemark, cross-country, or other specialized ski equipment, such as that used by disabled or other skiers. Regardless of how you decide to enjoy the slopes, always show courtesy to others and be aware that there are elements of risk in skiing that common sense and personal awareness can help reduce. Observe the code listed below and share with other skiers the responsibility for a great skiing experience.

1. Always stay in control, and be able to stop or avoid other people and objects.
2. People ahead of you have the right of way. It is your responsibility to avoid them.
3. You must not stop where you obstruct a trail, or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
7. Prior to using any lift, you must have the knowledge and ability to load, ride, and unload safely.

#### KNOW THE CODE. IT'S YOUR RESPONSIBILITY.

Massanutten does not permit riding lifts, skiing, snowboarding, or snow tubing with child carriers of any kind.

All ski and snowboard equipment must have metal edges.

**WARNING:** Under Virginia law, a ski area operator or other winter sports area operator is not liable for an injury to or death of a winter sports participant in a winter sport conducted at this location, or for damage to property, if such injury, death, or damage results from the inherent risks of the winter sport or from the participant's own negligence. The inherent risks of a winter sport include, among others, risks associated with the land, equipment, other participants, and animals, as well as the potential for you or another participant to act in a negligent manner that may contribute to the injury, death, or damage. You are assuming the inherent risks of participating in a winter sport at this location. Complete copies of the applicable Virginia law and the participant responsibility code published by the National Ski Areas Association are available for review at each ticket sales office of this winter sports area and online at <http://www.massresort.com/wintersportsafetyact>