

**LIABILITY WAIVER & RELEASE**  
**For 2009 – 2010 Mansfield Athletics Snowboarding**

**All Athletes Must Execute the Following Waiver and Release of Liability and Name and Likeness Release**

**PHYSICAL CONDITION:**

I am physically fit to participate in Snowboard Training or Competition and have not been advised otherwise by a medical practitioner

**EQUIPMENT AND FACILITIES INSPECTION:**

I agree that before I participate in Snowboard Training or Competition, I will conduct my own thorough visual inspection of the related facilities, courses, runs and equipment. I will immediately advise the supervisor of the Snowboard Training or Competition of any unsafe condition that I observe. I will refuse to participate in the Snowboard Training or Competition until all unsafe conditions observed by me have been remedied.

**ASSUMPTION OF RISK:**

I understand that I, and each participant in the Snowboard Training or Competition, will be engaging in snowboarding activities (hereafter "Activities") that involve many RISKS, DANGERS and HAZARDS. These risks, dangers and hazards include, but are not limited to, challenging weather and snow conditions, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects and structures, being struck by other riders/skiers or equipment, and exceeding one's own abilities. I further understand that Snowboard Training and Competition may be more hazardous than recreational snowboarding. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE OF THE ACTIVITIES. I know that the RISK OF SEVERE INJURY, PERMANENT DISABILITY AND DEATH, and the risk of severe economic and property loss and damage, exists in all training and competition locations and activities. I also know that personal training, coaching, instruction and supervision by Mansfield Athletics, its subsidiaries, affiliates, directors, volunteers, employees, coaches, contractors, representatives, local clubs, competition organizers and sponsors, and snowboard an ski facility operators (hereinafter collectively referred to as Mansfield Athletics) does not and cannot guarantee my safety. I also understand that there may be risks involved which are not known to me or to Mansfield Athletics, and may not be foreseen or reasonably foreseeable by any of us at this time or at the time of the activities in which I may participate. I assume all of the foregoing risks including the risk of any negligence by other participants or by Mansfield Athletics and other directors, organizers, officials, coaches, contractors, employees, resort operators, sponsors or volunteers of Mansfield Athletics and all of their respective agents, and accept personal responsibility for any injury (including, but not limited to, personal injury, disability, dismemberment and death), illness, damage, loss, claim, liability or expense, of any kind or nature, that I or my property may suffer arising out of or in connection with the Mansfield Athletics' activities or my participation therein or attendance thereat.

**LIABILITY RELEASE AND INDEMNITY AGREEMENT:**

I hereby unconditionally release and forever discharge and agree to save and hold harmless Mansfield Athletics and other official sponsors, their respective parents, subsidiaries, affiliated companies and their sponsors and advertisers; any directors, clubs, officials, coaches, contractors, employees or volunteers associated or affiliated with Mansfield Athletics, the owners, lessors and lessees of facilities and equipment used in connection with Mansfield Athletics, the respective organizers, directors, officers, employees and agents of all of them, and the other participants in Mansfield Athletics' activities (each such entity or individual being referred to as a "Released Party") of and from any and all injuries (including, but not limited to, personal injury, disability, dismemberment and/or death), illness losses, damages, claims, liabilities or expenses, of any kind or nature (and whether accruing to me, my heirs or my personal representatives) that are caused or alleged to be caused in the whole or in part by the action, negligence or failure to act, and/or breach of express or implied warranty on the part of any Released Party and that arise out of or in connection with Mansfield Athletics' activities or my participation therein or attendance thereat.

**MEDICAL TREATMENT:**

In connection with any injury I may sustain or illness or other medical conditions I may experience during my participation in or attendance at the Mansfield Athletics' activities, I authorize any emergency first aid, medication, medical treatment or surgery deemed necessary by the attending medical personnel if I am not able to act on my own behalf. I further authorize the attending medical personnel to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if I am not able or immediately available to do so.

**NAME AND LIKENESS RELEASE:**

As a condition of my being permitted to participate in any Mansfield Athletics' activities, portions of which may be (but are not guaranteed to be) televised, and in consideration of the opportunity to participate and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I grant permission to Mansfield Athletics and other official sponsors, their parent companies, their successors and assigns to utilize my appearance, name, voice and likeness (if at all) in connection with Mansfield Athletics in any and all manner and media throughout the world in perpetuity.

**SEVERABILITY OF PROVISIONS:**

I agree the foregoing agreements are intended to be as broad and inclusive as is permitted by law. Any provision herein found by a court to be voided or unenforceable shall not affect the validity or enforceability of any other provisions.

**I HAVE READ AND UNDERSTOOD THIS RELEASE OF LIABILITY AND NAME/LIKENESS RELEASE. I UNDERSTAND THAT BY SIGNING THIS RELEASE, I HAVE GIVEN UP SUBSTANTIAL RIGHTS. I HAVE VOLUNTARILY SIGNED THIS RELEASE.**

Signature (if over 18): _____	Printed Name: _____
Address: _____	City: _____ State: _____ Zip: _____
Date of Birth: _____	Date Signed: _____ Activity Location: _____

\*\*\*\*\* If the person executing this release is a minor, the following section must be completed. \*\*\*\*\*  
I represent that I am a parent or guardian of the minor who has signed the release, and I agree that we both will be bound thereby.

Parent or Guardian's Signature: _____	Printed Name: _____
Address: _____	City: _____ State: _____ Zip: _____
Relationship to Minor: _____	