

## **LIABILITY WAIVER & RELEASE**

For the **November Snowboards New Years Big Air Comp “For Whom the Snow Falls”** All Competitors Must Execute the Following Waiver and Release of Liability and Name and Likeness Release

**NAME AND LIKENESS RELEASE:** As a condition of my being permitted to compete in this competition, portions of which may be (but are not guaranteed to be) televised, and in consideration of the opportunity to compete and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, I grant permission to November Snowboards, Buck Hill 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 the Event(s) in any and all manner and media throughout the world in perpetuity.

**PHYSICAL CONDITION:** I am physically fit to participate in the Event(s) in which I have chosen to participate, and have not been advised otherwise by a medical practitioner.

**EQUIPMENT AND FACILITIES INSPECTION:** I agree that before I participate in any event, I will inspect the related facilities and equipment. I will immediately advise the supervisor of the Event of any unsafe condition that I observe. I will refuse to participate in the event until all unsafe conditions observed by me have been remedied.

**ASSUMPTION OF RISK:** I understand that I, and each participant in the Event(s), will be engaging in activities that involve the risk of serious personal injury, illness, permanent disability, dismemberment and death, and that also involve the risk of severe economic and property loss and damage. I understand that these risks may result from actions, negligence and failure to act of myself and others (including but not limited to other participants in, and the sponsors, organizers and volunteers of the Events) and from the rules of play, the challenges of the event and the condition of any facilities or equipment used. I also understand that there may be risks involved which are not known to me or to the Distributors, Sponsors, Organizers and Volunteers, 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 November Snowboards and other official sponsors, the Distributors, Organizers, Sponsors, or Volunteers of this event and all of their respective owners, directors, officers, employees or 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 Event(s) or my participation therein or attendance thereat.

**LIABILITY RELEASE AND INDEMNITY AGREEMENT:** I hereby release and forever discharge and agree to save and hold harmless November Snowboards and other official sponsors, their respective parents, subsidiaries, affiliated companies and their sponsors and advertisers; any club, organization or volunteers associated or affiliated with November Snowboards, the owners, lessors and lessees of facilities and equipment used in connection with the Event(s), the respective organizers, directors, officers, employees and agents of all of them, and the other participants in the Event(s) (each such entity or individual being referred to as a “Released Party”) of and from any and all injuries (including 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 of any Released Party and that arise out of or in connection with the Event(s) 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 Event(s), 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.

**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: \_\_\_\_\_ (sign clearly)

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

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

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

**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.**

Signature: \_\_\_\_\_ (sign clearly)

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

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

Relationship to Minor: \_\_\_\_\_