



**Thrillseekers Inc.
GENERAL PARTICIPANT REGISTRATION
LIABILITY WAIVER AND EMERGENCY CONTACT FORM**

I, _____(Name of Releaser), hereby acknowledge that I have voluntarily applied to participate in activities or events which are sponsored, authorized or run by the National Brotherhood of Skiers, Inc hereinafter referred to as "NBS". These events and activities may include but are not limited to the following: snow skiing, racing, ski training or instruction, ice -skating, sledding, parties, social events or functions, dinners, games, sports and recreational activities, raffles, fund-raising activities, promotional activities, gatherings, dances, meetings and all activities and functions of any kind or manner which are sponsored, operated, managed or promoted by the NBS.

1. I am aware that winter-sports such as ice-skating, racing, sledding, ski instruction and ski training and skiing in general are hazardous activities and involve a great deal of risk and of physical injury. I know that there are natural and man-made obstacles or hazards, surface and environmental conditions, and other risks, which in combination with my actions or the actions of others **can cause me very severe and/or even fatal injury** and/or property damage. I understand that snow skiing and snow ski racing are inherently dangerous activities and I voluntarily assume the risk of all course conditions and any and all risk of injury and/or death or property damage.

2. I am aware and advised that under New Jersey law, any person using any of the facilities of the ski area is considered a skier. I acknowledge and understand the following WARNING concerning the dangers and risks of skiing and understand that I, as a "skier" under New Jersey law, ASSUME THE FOLLOWING RISKS:

WARNING

Under New Jersey law, a skier assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variations in terrain; and the failure of skiers to ski within their abilities.

3. In consideration of being permitted by the NBS to participate in the activities and functions of the event, the UNDERSIGNED AGREES TO **HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** NBS, and any of their affiliated organizations, subsidiaries, insurers, officers, directors, shareholders, employees, agents and volunteers (each hereinafter a "RELEASED PARTY") from **ANY AND ALL LIABILITY** and/or claims arising from injury or death to persons or damage to property arising from my participation in the activities, **including those injuries and damages caused by any released parties alleged or actual NEGLIGENCE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.** By execution of this release, the undersigned AGREES TO DEFEND AND INDEMNIFY EACH RELEASED PARTY from any and all claims and/or a third party arising from my participation in the activities.

4. I expressly agree that the foregoing release, waiver and indemnity agreement is intended to be as broad and as inclusive as is permitted by the laws of the State of ILLINOIS, and that if any portion of it is held invalid, it is agreed that the balance shall notwithstanding continue in full legal force and effect. I further agree that **ANY AND ALL CLAIMS** for injury and/or death arising from my participation in the activities shall be **GOVERNED BY ILLINOIS LAW** and any claim shall be in the **DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF ILLINOIS.**

5. I hereby acknowledge that my membership in the NBS does not in any way include or guarantee to me any insurance coverage of any kind.

6. I authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the participant or to transport the participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. I further agree that upon transport to any such medical facility, NBS will have no further responsibility to me and will not be responsible for any costs associated with treatment received by me.

7. If I am signing this liability release on behalf of a minor less than eighteen (18) years of age (the minor, I represent that I am the parent and/or legal guardian of such child; I understand that I am waiving certain legal rights on behalf of the minor. I accept responsibility for all of the child's medical expenses incurred in connection with any skiing or related events or activities sponsored by the NBS. Furthermore, I agree to indemnify the NBS for any and all claims brought by the minor and I agree to indemnify the NBS for any and all claims brought by a third party arising in connection with the minor.

_____ Initial

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTSTHAT I AND/OR MY MINOR CHILD MAY HAVE.

Printed name of participant	Signature of participant	Date
Printed name of parent/guardian	Signature of parent/guardian	Date