



New York Mountain Tours LLC Liability Release Agreement

PLEASE COMPLETE A SEPARATE FORM FOR EACH TOUR PARTICIPANT

NAME

ADDRESS

CITY

STATE

ZIP

DATE OF BIRTH

AGE

IF THE PARTICIPANT IS UNDER 18 YEARS OF AGE A PARENT/GUARDIAN MUST SIGN THIS WAIVER.

HOME PHONE

CELL PHONE (ONE YOU HAVE WITH YOU TODAY)

EMERGENCY CONTACT NAME:

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EMAIL

SKI () SNOWBOARD () BEGINNER () INTERMEDIATE () EXPERT ()

Are there any medical/physical conditions the guides should be aware of? YES() NO()

If yes, please explain:

Notes/Comments:

Information about today's trip:

As soon as we arrive at the base lodge you will be given your lift ticket and any vouchers that you have purchased. If you need to be fitted for rentals or have a lesson, you will be directed to the Learning Center. You will be required to sign an additional Liability Release Waiver when renting equipment. You are required to return the rental equipment before the bus departs. You can leave items on the bus. However, you will not have access to the bus until 4:00pm.

IF YOU ARE NOT TAKING THE BUS HOME WITH US YOU MUST LET US KNOW!

The bus will open at 4:00 pm and will depart promptly at 4:20 pm. Every effort will be made to make sure no one is left behind but it is the participants responsibility to be on the bus.

CANCELLATION POLICY:

Cancellations up to 48 hours prior to the trip will receive a refund.
Cancellations up to 24 hours prior to the trip will receive a refund for the cost of the lift ticket, rental or lesson. Cost of the bus ride will not be refunded.
Cancellations on the day of the trip or a no-show will not be refunded.
New York Mountain Tours LLC reserves the right to cancel a trip due to inclement weather or failure to meet minimum reservation requirements.

PLEASE READ AND SIGN THE LIABILITY RELEASE AGREEMENT ON THE BACK OF THIS FORM.

I understand that sports of skiing, snowboarding, skiboarding, snowshoeing and other sports (collectively "RECREATIONAL SNOW SPORTS") involve inherent and other risks of INJURY and DEATH. I voluntarily agree to expressly assume all risks of injury or death that may result from these RECREATIONAL SNOW SPORTS, or which relate in any way to the use of New York Mountain Tours LLC's service.

I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

I AGREE TO RELEASE AND HOLD HARMLESS NEW YORK MOUNTAIN TOURS LLC (NYMT), their lessors, employees, affiliates, agents, officers, directors, and equipment manufactures and distributors and their successors in interest (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the user's participation in the RECREATIONAL SNOW SPORTS for which the equipment and service is provided, or which is related in any way to the use of our tour service and/or the use of the facilities including all liability which results from NEGLIGENCE of PROVIDERS, or any other person or cause.

I further agree to defend and indemnify PROVIDERS for any loss or damage, including any that results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of NYMT's services or equipment.

In the event of a medical emergency that requires off site treatment, the bus cannot be held at the end of the day. Ambulance and emergency treatment are the rider's responsibility.

This agreement is governed by the applicable law of the State of New York. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS LIABILITY RELEASE AGREEMENT.

User's Signature: _____ Date: _____

Parent/Guardian: If tour participant is a minor, I verify that I have the authority to enter into this agreement on behalf of the participant and I agree to be bound by the terms and conditions of this agreement. I further agree to indemnify providers and hold them harmless from and against all claims asserted on the minor's behalf.

Parent/Guardian Signature: _____ Date: _____

Print Name: _____

MUST BE FILLED OUT FOR ALL PARTICIPANTS THAT ARE GOING ON A TRIP THAT ARE 16 & 17 AND ARE NOT GOING WITH A PARENT OR LEGAL GUARDIAN.

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Emergency Phone (_____) _____ - _____ Name: _____
Someone must be available at the above emergency phone number for the duration of the trip.

Please provide the following information (this information will be kept confidential)

Medical Insurance Company: _____

Policy #: _____ Name of Insured: _____

In the event of a medical emergency that requires off site treatment, the bus cannot be held at the end of the day. Ambulance and Emergency Treatment are the rider's responsibility.