



**TO BE A SAFE SKIER NYS LAW REQUIRES YOU TO KNOW AND OBSERVE THE FOLLOWING DUTIES OF SKIERS:**

1. Not to ski in any area not designated for skiing
2. Not to ski beyond their limits or ability to overcome variations in slope, trail configuration and surface or subsurface conditions which may be caused or altered by weather, slope or trail maintenance work by the ski area operator, or skier use
3. To abide by the directions of the ski area operator
4. To remain in constant control of speed and course at all times while skiing so as to avoid contact with plainly visible or clearly marked obstacles and with other skiers and passengers on surface operating tramways
5. To familiarize themselves with posted information before skiing any slope or trail, including all information posted pursuant to subdivision five of section 18-103 of this article
6. Not to cross the uphill track of any surface lift, except at points clearly designated by the ski area operator
7. Not to ski on a slope or trail or portion thereof that has been designated as "closed" by the ski area operator
8. Not to leave the scene of any accident resulting in personal injury to another party until such times as the ski area operator arrives, except for the purpose of summoning aid
9. Not to overtake another skier in such a manner as to cause contact with the skier being overtaken and to yield the right of way to the skier being overtaken
10. Not to willfully stop on any slope or trail where such stopping is likely to cause a collision with other skiers or vehicles
11. To yield to other skiers when entering a trail or starting downhill
12. To wear retention straps or other devices to prevent runaway skis
13. To report any personal injury to the ski area operator before leaving the ski area
14. Not to willfully remove, deface, alter or otherwise damage signage, warning devices or implements, or other safety devices placed and maintained by the ski area operator pursuant to the requirements of section 18-103 of this article

**TO BE A SAFE LIFT PASSENGER NYS LAW REQUIRES YOU TO KNOW AND OBSERVE THE FOLLOWING DUTIES OF PASSENGERS:**

1. To familiarize themselves with the safe use of any tramway prior to its use
2. To remain in the tramway if the operation of a passenger tramway, as defined pursuant to section two hundred two-c of the labor law, is interrupted for any reason, until instructions or aid are provided by the ski area operator
3. To board or disembark from passenger tramways only at points or areas designated by the ski area operator;
4. Not to eject any objects or material from a passenger tramway
5. To use restraint devices in accordance with posted instructions
6. To wear retention straps or other devices to prevent runaway skis
7. Not to interfere with the operation of a passenger tramway
8. Not to place or caused to be placed on the uphill track of a surface lift any object which may interfere with its normal operation
9. Not to wear loose scarves, clothing, or accessories or expose long hair which may become entangle with any part of the device

**Your Responsibility Code**

1. Always stay in control, and be able to stop or avoid other people or 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. THIS IS A PARTIAL LIST. BE SAFETY CONSCIOUS.**

**ABC's of Riding the Chairlift:**

- A – Attention! Ask the Attendant if you are unsure or if you need help with the lift.
- B – Bottom to Bottom, Back to Back! Keep your bottom on the seat and your back against the back of the chair.
- C – Careful! Don't fool around on the lift. Lower the restraint bar and face forward for the whole ride.



**NYS SAFETY IN SKIING CODE— ARTICLE 18**

**NOTICE:** This form must be signed before your pass is processed. If you do not fully accept the conditions below you may not participate in the sport of skiing at Mount Peter. **NOTICE: Skiers and Ski Lift Passengers...** are governed by the New York State Safety in Skiing Code. (Article 18, of the NYS General Obligations Law).

**WARNING TO SKIERS:** Downhill skiing, like many other sports, contains inherent risks including, but not limited to the risk of personal injury, including catastrophic injury, or death, or property damage, which may be caused by variation in terrain or weather conditions; or surface or subsurface snow, ice, bare spots or branches, trees, roots, stumps; or other natural objects or man made objects that are incidental to the provision or maintenance of a ski facility in New York State. New York law imposes a duty on you to become apprised of and understand the risk inherent in the sport of skiing, which are set forth above, so that you make an informed decision on whether to participate in skiing notwithstanding the risks. New York also imposes additional duties upon you, to which you must adhere, for the purpose of avoiding injury caused by any of the risk inherent in skiing. If you are not willing to assume all of these risks and abide by these duties, you must not participate in skiing at this area.

**I have read and understand the 'WARNING TO SKIERS' and agree to abide by article 18 of the NYS General Obligation Law. I have also read and understand the NYS Safe Skier Law Duties of Skiers and Lift Passengers, NSAA Responsibility Code and ABC's of Riding the Chairlift.**

X \_\_\_\_\_  
Printed Name of Participant

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

X: \_\_\_\_\_  
Printed name and Signature of Participant or Parent/Legal Guardian if under 18

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

The signature of one parent/guardian binds both parents/guardians.

**ASSUMPTION OF RISK/LIABILITY RELEASE AGREEMENT  
PLEASE READ CAREFULLY/THIS MAY AFFECT YOUR LEGAL RIGHTS**

In consideration of being permitted to use the facilities operated by Yung-Sam Ski Ltd. / T.A. Mount Peter Ski Area in connection with the Mount Peter Alpine Race Center Programs / Mount Peter Mountain School Programs which may include but are not limited to: Adult Race Programs, Junior Race Programs, Development Programs, High School Racing, and After School & Weekend Programs I expressly acknowledge and agree as follows:

1. I have read, reviewed and understand the "Warning to Skiers", "Duties of Passengers" and "Duties of Skiers With Respect to inherent risks" under the New York State Safety in Skiing Code (Article 18 of the New York General Obligations Law), copies of which are available in Customer Service or the Ticket Office, and agree to observe them.
2. I am physically fit and capable of meeting my responsibilities as a skier/snowboarder. I agree not to utilize the facilities of Mount Peter Ski Area while under the influence of drugs and/or alcohol.
3. I agree to seek out, read, review and abide by any and all notices which may be posted by Mount Peter Ski Area which may pertain to my responsibilities as a skier and to abide by any directions of the Ski Patrol, Ski School or Management.
4. I recognize and explicitly acknowledge that skiing/snowboarding is a hazardous sport. I agree that these hazards include but are not limited to changing weather conditions; surface and/or subsurface snow conditions as they may from time to time exist and may change or be affected by weather, skier, or other participant usage (whether such conditions are surface or subsurface or consist of ice, hard pack, powder, packed powder, wind pack, corn, crust, slush, cut up snow, and/or machine made or machine enhanced snow); other risks and/or conditions including bare spots, forest growth and debris, stumps and trees, stream beds, water and/or waterbars, and other such conditions, whether or not they are visible, and/ or collisions with such objects; collisions with lift towers, signs, posts, fences or other enclosures, water and/ or air pipes or other manmade structures and/or their components such as hydrants used in snowmaking or for other necessary purposes, whether or not these structures are marked, padded or shielded; collisions with well marked or plainly visible snowmobiles, snow grooming, or other over-snow vehicles or equipment; collisions with other skiers, riders or others; variations in steepness of terrain including but not limited to roads, terrain modifications, features or variations which occur naturally or as the result of slope design, feature design, weather events and/or changes, snowmaking and/or snow grooming operations, or participant usage. I have explained the risks inherent in each activity to my child in an age appropriate manner and he/she has acknowledged that he/she understands and accepts those risks. **PARENT INITIAL** \_\_\_\_\_
5. I have obtained such education in the sport of skiing/snowboarding as is appropriate to my level of ability and have familiarized myself with the skills and duties necessary to reduce the risk of injury in skiing/snowboarding.
6. I hereby agree not to sue Yung-Sam Ski Ltd. / T.A. Mount Peter Ski Area and any individuals, corporations or entities which did or do own, operate, maintain, construct, design or control any real or personal property, machinery, equipment or fixture which did or does constitute a portion of or which is or ever was used in connection with the ski resort known as Mount Peter Ski Area and all sponsors of the Mount Peter Alpine Race Center / Mountain School Programs; as well as any such entity's officers, directors, agents, employees, volunteers, or consultants (hereinafter individually and collectively in all combinations "Releases" or "Indemnified Parties") for any personal injury, death or property damage that may occur as a result of my participation in ANY of the Season Programs and/or my use of the facilities of Mount Peter Ski Area.
7. Therefore, by participating in any Mount Peter Alpine Race Center Program / Mount Peter Mountain School Programs, and by executing this agreement, it is my express intention to waive any and all claims which I have, or might have, or which my spouse may have acting on my behalf or which he or she may have in his or her own right, to bring any form of civil suit, whether for compensatory and/or punitive damages arising out of the event, and any incidents related thereto which may cause me injury, whether permanent, temporary or terminal.
8. I further agree for myself, my successors, heirs, assigns, executors and administrators to indemnify and hold the Indemnified Parties harmless from all claims and suits for personal injuries, death or property damage arising out of my participation in any Mount Peter Alpine Race Center Programs / Mount Peter Mountain School Programs and/or my use of the facilities at Mount Peter Ski Area. Thus, I will pay to each Indemnified Party against whom such a claim is asserted all accosts and legal fees expended to defend such claims as well as any sum of money paid to claimant by the Indemnified Parties as a result of judgment or settlement. I recognize and understand this indemnification provision is distinct from and independent of the release provisions. Accordingly, this indemnification provision will apply whether or not for any reason the release provisions are held invalid or inapplicable in whole or in part to any claim asserted.
9. I further agree that any photographs, pictures, slides, videotapes, movies or documents or any reproduction of the same containing my name or likeness taken or made in connection with any Mount Peter Alpine Race Center Programs / Mount Peter Mountain School Programs, including website postings; may in any manner be used by Releases, or by any person, corporation, partnership, or association authorized by Releases.
10. Because it is my intention to waive and relinquish any claims which I might otherwise have against Releases in the event I should sustain an injury, whether minor or most severe, disabling and/or terminal, I have given careful consideration to the adequacy of my medical insurance, disability insurance, life insurance and my personal financial resources, any or all of which would be available to provide for medical expenses, disability, and short-term financial security for myself and/or any other persons who may be dependent upon me for support. **By signing below and participating any Mount Peter Alpine Race Center Program / Mount Peter Mountain School Program I am signifying that I am properly insured and/or financially equipped to provide for any contingency which may arise as a result of my participation in any Mount Peter Alpine Race Center Program / Mount Peter Mountain School Program.**
11. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect.
12. This agreement shall be governed by the laws of the State of New York, and the exclusive jurisdiction for any claim shall be the New York State Supreme Court, County of Orange, or the United States District Court for the Southern District of New York.
13. **I HAVE READ AND UNDERSTAND THE FOREGOING LIABILITY RELEASE AGREEMENT. I FURTHER UNDERSTAND THAT THIS RELEASE IS BINDING NOT ONLY UPON MYSELF BUT UPON MY HEIRS, ADMINISTRATORS, AND EXECUTORS FOR ANY CLAIM THEY MAY HAVE. I EXECUTE THIS AGREEMENT UNDERSTANDING THE CONDITION, TERMS AND THE TOTALITY OF ITS EFFECT AND SIGN IT VOLUNTARILY.**

X: \_\_\_\_\_

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

**Printed Name of Participant**

X: \_\_\_\_\_

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

**Printed name and Signature of Participant or Parent/Legal Guardian if under 18**

A separate form is required for each participant and signed by one parent/legal guardian. The signature of one parent/guardian binds both parents/guardians.

# MOUNT PETER MOUNTAIN SCHOOL - 2019

**Group Name:** \_\_\_\_\_ **Day:** \_\_\_\_\_

Child's Name	Date of Birth	Age	Skier or Snowboarder	Rentals Yes/No	Program/School/Group Name:	Day/Time:	# Lessons:

**Is there anything special we should know about your child while in a lesson? (medication, learning difficulties, etc.?)**

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Mailing Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Other Phone(s) \_\_\_\_\_

Parent/ Guardian (s) \_\_\_\_\_

Children may be required to ride chairlifts alone, with other children in the class, ski patrol/hosts, or other persons in the lift line, while loading assistance may be given by chairlift attendants. Riding a chairlift can be a hazardous activity for your child. By allowing the registrant to ride a chair lift, you acknowledge the dangers involved and accept any and all risks of injury to the registrant. Other risks include, but are not limited to, variations in terrain or weather conditions, surface or subsurface snow, ice, bare spots or areas of thin cover, moguls, ruts, bumps: other natural objects that are incidental to the provision or maintenance of a ski facility in New York State: collisions with skiers/riders and/or equipment: boarding, riding and disembarking from moving chairlifts, rope tows or boardwalks. With full knowledge of the dangers involved, I voluntarily request that the registrant(s) participate in the program. I have read this agreement to the registrant and he/she has acknowledged that he/she understands its contents, and is willing to participate in the program despite the risks. On behalf of the registrant and myself, I expressly assume all risks inherent in the sport of skiing and riding and any and all damage, injury, illness, or harm which may result directly or indirectly from said risks.

\_\_\_\_\_ **(Initial here)**

1. The Registrant(s) above-named is/are enrolled in a Mountain School Ski and/or Snowboard Program at Mount Peter (hereinafter referred to as Owner), subject to the rules and regulations of the Owner and its agents and the registrant(s) and the registrant's parent(s)/guardian(s) agree to accept such rules and regulations.
2. The Registrant's parent(s)/guardian(s) acknowledge that skiing, snowboarding and other snow sports are HAZARDOUS activities and that he/she has made a voluntary choice to allow the registrant(s) to participate in those activities despite the risks that they present. In consideration of his/her being permitted to participate in the event named above, the registrant's parent(s)/guardian(s) agree, on behalf of the registrant(s), to ASSUME ANY AND ALL RISKS OF INJURY OR DEATH which might be associated with or result from the registrant(s) participating in skiing, snowboarding or other snow sports.
3. The Registrant's parent(s)/guardian(s) have carefully read and understand this agreement and all of its terms. The Registrant's parent(s)/guardian(s) understand that this acknowledgement and assumption may affect legal claims for damages in the event of the death of or any injury to the registrant(s). The registrant's parent(s)/guardian(s) nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon them, the registrant, and their heirs, assigns and legal representatives.
4. The Registrant's parent(s)/guardian(s) agree that the terms of this agreement will be binding upon him or her and shall be governed by the Laws of New York State, the exclusive jurisdiction for any claim shall be the Supreme Court of the State of New York, Orange County, New York or the United States District Court for the Southern District of New York and that the terms of this document shall be admissible in evidence as a binding legal document between Registrant(s) and Owner.
5. As the parent/legal guardian of the registrant(s), I acknowledge that I have read and understand the information listed in the information for any of the Mountain School Ski and Snowboard Programs at Mount Peter, also understand and am aware that there are inherent and other risks involved in participating in ski and snowboard lessons, skiing/riding, and use of lifts, which could cause death or acute injury to the registrant(s). This includes use of chairlifts and or tows or boardwalks with or without an instructor.
6. As the parent(s)/legal guardian(s) of the registrant(s), I acknowledge that Mount Peter, nor its staff, are responsible for Registrant once lesson is complete.
7. In consideration of being permitted to use the facilities at Mount Peter, Warwick, New York, I expressly grant permission to Mount Peter to utilize any photograph, videotape, motion picture, recording or other record of my use of its facilities for any legitimate purpose.

\_\_\_\_\_  
**Parent /Guardian Print Name**

\_\_\_\_\_  
**Parent/Guardian Signature**

\_\_\_\_\_  
**Date**