



## WELCOME TO SKI WARD'S TERRAIN PARK!

Please read the Instructions, Rules and Guidelines carefully and complete your registration form and release of liability. Remember the rules and regulations are in place for your safety and for the safety of those around you!

Please follow these instructions to receive your pass:

### First time users

1. Read all Rules and Guidelines carefully
2. Complete and Sign Registration Form
3. If under 18 Parent/Guardian MUST sign form
4. Watch mandatory Safety Video
5. Purchase Terrain Park Safety Pass
6. Place your Terrain Park Safety Pass so that it is visible at all times while in Park

### After first visit

1. Review all Rules and Guidelines
2. Show cashier your Terrain Park Safety Pass
3. Purchase Lift Ticket (if applicable)
4. Place your Terrain Park Safety Pass so that it is visible at all times while in Park

### Rules and Guidelines

- ❖ Must have Terrain Park Safety Pass to enter. \$5 fee for park safety pass from November 15 – April 1.  
Lost/Forgotten Pass Fee \$5.00 per re-issue
- ❖ Terrain Park Safety Pass valid November 15, 2011 through November 14, 2012
- ❖ You may NOT enter Park when closed
- ❖ MUST HAVE OWN EQUIPMENT. USE OF HELMET STRONGLY RECOMMENDED
- ❖ LONG SLEEVES, PANTS, KNEE/ELBOW PADS and GLOVES ARE STRONGLY RECOMMENDED
- ❖ Fencing and closure restrictions are absolute. Never duck/jump a fence, rope line or bamboo obstruction
- ❖ Keep clear of features. One person per feature at a time! Do not stand or sit in a landing
- ❖ In case of an injury, we recommend using a spotter on the flat deck of a jump to close the feature
- ❖ Call your drop loud enough and raise hand so that everyone can hear you
- ❖ No Profanity. Ski Ward is a family resort and forbids swearing, violent or threatening phrases/gestures
- ❖ Hike features in a safe area. Hike to outside of run. Be sure to hike single file and keep area clear for riders
- ❖ Ski Ward is not responsible for damage to your equipment. Jibs/rails are more likely to cause damage
- ❖ Observe all other ski area signs, rules and regulations
- ❖ ZERO TOLERANCE. Anyone found intentionally breaking rules will have their pass revoked without refund
- ❖ Always stay in control, and be able to stop or avoid other people or objects
- ❖ People ahead of you have the right of way. It is your responsibility to avoid them
- ❖ You must not stop where you obstruct a trail or are not visible from above
- ❖ Observe all posted signs and warnings. Keep off closed trails and out of closed areas
- ❖ Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely
- ❖ Move out and away from the lift unloading area prior to gathering or strapping into your snowboard binding
- ❖ All skis/snowboards must have metal edge, p-tex base, ski brakes, retention strap or leash

**KNOW THE CODE! IT'S YOUR RESPONSIBILITY!**

**MORE IMPORTANTLY, HAVE FUN!**



# 2011- 2012 Terrain Park Safety Pass

## PLEASE PRINT YOUR INFORMATION CLEARLY

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Gender: \_\_\_\_\_ Snowboard \_\_\_\_\_ Ski \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Emergency Name: \_\_\_\_\_ Emergency Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Ability: Intermediate \_\_\_ Advanced \_\_\_ Are you a Ski Ward Season Pass Holder? Yes \_\_\_ No \_\_\_

### ACKNOWLEDGMENT OF RISKS & HAZARDS/LIABILITY RELEASE & AGREEMENT NOT TO SUE

- I understand that alpine skiing, snowboarding, other sports and recreational activities and the use of Freestyle Terrain Parks are HAZARDOUS ACTIVITIES. I understand that alpine skiing, snowboarding and the use of skis, snowboards, Freestyle Terrain Parks, other equipment and lifts involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in the sports of alpine skiing, snowboarding, the use of Freestyle Terrain Parks and other activities including but not limited to: surface or sub-surface snow or ice conditions whether natural or machine-made, the unevenness of the surface which contains rocks, bumps, ruts, stumps, the steepness and configuration of the terrain, terrain parks, jumps, ramps, terrain features and elements and other features, whether natural or man-made, collisions with other Freestyle Terrain Park users, trees, poles or objects. I understand that having a Ski Ward, Inc. employee present does not lessen the amount or severity of the risks of these activities. I understand that Ski Ward, Inc. is not responsible for my safety. It is further understood that the use of Freestyle Terrain Parks and the elements and features they contain may be more HAZARDOUS than recreational skiing and snowboarding outside of the park. Furthermore, I understand that I must keep deliberate and conscious control of my physical body, both on the ground and in the air, while properly using my equipment in variable weather, snow and terrain conditions.
- I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in these activities.
- I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in these activities or related activities, or while present on Ski Ward's premises and specifically in Ski Ward, Inc.'s Freestyle Terrain Park, and I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS Ski Ward, Inc., its parent, subsidiary, affiliated and successor companies, real and personal property owners, directors, officers, agents, employees, as well as the equipment manufacturers and distributors (hereinafter "Releasees") from any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in these activities, related activities, or my use of the Releasees' Freestyle Terrain Park, trail system, equipment, or any equipment, or premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused.
- I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEYS FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OR THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.
- I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of Massachusetts. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims, which I may bring against the Releasees, shall be submitted to the jurisdiction of the Worcester County courts and that no claims against the Releasees shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.
- I agree with the premise that my entry into and use of the Freestyle Terrain Park and the elements and features it contains may be more hazardous than skiing and snowboarding outside of the park, as it may contain risks and dangers including but not limited to: features, elements, jumps, ramps, rails, boxes and other features constructed out of a variety of materials in various configurations and locations, other guests using the park, the ability to become airborne when using the various features and the subsequent landing which creates the possibility of serious injury and/or death from using the various features. I agree that the participant is always encouraged and provided an opportunity to conduct a reasonable physical and visual inspection of the Freestyle Terrain Park prior to use and throughout the day, and I agree to physically and visually inspect the Freestyle Terrain Park and the elements and features it contains prior to using them. I agree and understand that the Applicant will be held to assume the risk of all Freestyle Terrain Park use and conditions including, but not limited to, weather and snow conditions, premises, park design, construction or layout, maintenance and obstacles.
- I consent to the use by Releasees of any pictures (video and print) for commercial purposes, or otherwise, of me in connection with the activities of Releasees, without restriction as to frequency, duration or medium.
- I understand that I will be issued a Terrain Park Safety Pass (the Pass). Applicant agrees to (a) visibly display the Pass when approaching or entering the Terrain Park; (b) present the Pass to any Ski Ward, Inc. authorized representative upon request; and (c) refrain from reckless skiing, riding or participating in conduct that is not consistent with safe and prudent skiing/snowboarding, violates "Your Responsibility Code," the Smart Style Freestyle Terrain Park rules, or the law, or for inappropriate, disruptive or reckless behavior acknowledging that the Pass may thereafter be revoked without refund. Passes remain the property of Ski Ward, Inc. and must be forfeited upon request by an authorized resort employee. This includes, but is not limited to, skiing/snowboarding in closed areas or using closed features. The Pass is not transferable and not refundable. In the event the Pass is lost, stolen, broken or unrecognizable, you must pay a non-refundable fee of \$5 for a replacement Pass.

Pass Holder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I sign this release both individually and as parent/Guardian with legal authority and responsibility for any minor children named on this form. I sign it freely realizing it is binding upon myself, my heirs and assigns and any children listed on this form. I consent and agree to the use of the ski area by those minor children. I certify that those children are in good physical condition and that we are aware that this program provides no Health/Accident Insurance. In case of personal injury during, before or after participation in this program, I hereby consent to treatment for those children by a medical doctor or member of Ski Ward Ski Patrol. On behalf of myself, any minor children named on this form and our heirs, assigns, personal representatives and next of kin, (1) I acknowledge that participation in alpine skiing and/or snowboarding in their various forms carries with it inherent risks, including but not limited to, the risk of personal injury, death or property damage and I voluntarily assume those risks, and (2) I release Ski Ward, Inc. (D.B.A. Ski Ward Ski Area) its officers, officials, agents, representatives, affiliated companies and/or employees, with respect to any and all liability, loss, damage, costs, claims, and/or causes of action, including but not limited to injury, disability, death, or loss or damage to person or property related in any way to the use of the ski area by myself or any children listed on this form, whether arising from the negligence of Ski Ward Inc., its officers, officials, agents, representatives, affiliated companies and/or employees, or conditions on or about the premises and facilities, or the operations of the ski area, including but not limited to ski instruction, grooming, snowmaking, equipment setting, lift operations and maintenance. I further agree to indemnify and hold harmless Ski Ward Inc., its officers, officials, agents, representatives, affiliated companies and/or employees from any and all liabilities incident the use of the ski area by any minor child named on this form, even if arising from the negligence of Ski Ward Inc., its officers, officials, agents, representatives, affiliated companies and/or employees, to the fullest extent permitted by Law.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

#### OFFICE USE ONLY

Paid \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ CC \_\_\_\_\_ cash \_\_\_\_\_ GC \_\_\_\_\_ Check # \_\_\_\_\_ Picked Up \_\_\_\_\_ Date Replaced \_\_\_\_\_ Initials \_\_\_\_\_