

Snowboard Camp Tour by So-Gnar Community Enrichment Inc.

RELEASE AND WAIVER OF LIABILITY

READ CAREFULLY: THIS IS AN IMPORTANT LEGAL DOCUMENT WITH LEGAL CONSEQUENCES.

I wish to participate in a snowboarding event at the Snowboard Camp Tour located at Beech Mountain Resort, 1007 Beech Mountain Pkwy, Beech Mountain, NC 28604.

1. In consideration of permission to participate in this program / event and use the facility, I acknowledge and affirm the following: Depending on the condition of my overall health, physical exercise (including the use of Beech Mountain Resort onsite activation at the So-Gnar Snowboard Camp Tour and participation in any snowboard activity) may have inherent dangers and may be hazardous. I fully realize, understand and appreciate the risks to my person associated with the use of the facility and participation in this program. Risks may include, but are not limited to: contusions, broken bones, strains, sprains, bruises, spinal injury/spinal damage which may lead to parallelization, heart-related illnesses' (abnormal heart events; abnormal blood pressure; heart attack), stroke, shortness of breath, faintness, nausea, dizziness and death.

Even though I understand that the use of the facility and/or participation in this program / event has inherent dangers, and may cause death, serious injury, and damage to my person and/or property. I fully assume all of the risks associated with the use of the facility and participation in the program / event, including, but not limited to, negligence in design, negligent maintenance, negligent supervision, negligent instruction or warning, inadequate safety equipment, the negligence of other users of the facility (including spectators and volunteers), misuse of the facility by myself or others, surface hazards (including slips, trips and falls), collision with fixed or moving objects, collision with other participants or spectators, and known and unknown physical weaknesses, frailties, diseases, and/or conditions which may cause or contribute to death, injuries, and damages to my person or property.

Although I understand that a physician's exam is not a requirement for the use of the facility or participating in the program / event, I do understand that it is highly recommended that I consult with a physician before using the facility or participating in the program / event.

2. I acknowledge that I have no physical or medical condition, which, to my knowledge, would endanger others or myself in connection with my using the facility or participating in the program / event. I acknowledge that it is my full and sole responsibility to be familiar with the facility, and my full and sole responsibility to know the limits of my physical abilities as they relate to the use of the facility and participating in any events.

I acknowledge and understand that use of a helmet is required while participating in this program / event. I realize that protective gear is designed to reduce the risk of injury, but will not prevent all injuries (a helmet, for example, will not prevent all head injuries). I understand that there is no guarantee for my safety.

3. In consideration of my use of the facility and permission to participate in the program / event, and for myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest, I do hereby waive, release, discharge, hold harmless, promise to indemnify and agree not to sue So-Gnar Community Enrichment Inc, and its personal representatives and administrators, servants, agents, volunteers, officers, employees, successors and assignees (the Releases), for any and all claims I have or which may hereafter accrue to me for death, injury, and/or damage to my person or property, including, but not limited to, claims for negligence, negligent design, negligent construction, negligent maintenance, negligent failure to supervise, breach of contract and/or breach of warranty on account of or arising in any way from my use of the facility or participation in this program / event. I specifically waive any and all claims for death, injury, and/or damage to my person and/or property that may result from the negligence and carelessness of city officers, employees, volunteers, any one else using the facility, and any spectators.

I agree for myself and my successors that the above representations, acknowledgements, and releases are contractually binding, and that should I, or my successors assert a claim in contravention of this agreement, the asserting party shall be liable for the expenses (including legal fees) incurred by So-Gnar Community Enrichment Inc., its employees, and volunteers (the Releases) in defending any such claim.

This release and waiver of liability may not be modified orally. Any modification must be in writing and

signed by all parties or their duly authorized representatives. Every term and provision of this agreement is intended to be severable. If any one or more of them is found to be unenforceable or invalid, such finding shall not affect the other terms and provisions, which shall remain binding and enforceable.

I have read the foregoing release and waiver of liability. I understand its content, and agree to its terms, conditions, and limitations on my rights, and request that I (or my child) am allowed to use the facility and participate in the program according to the terms of this release and waiver of liability.
By my signature below, I agree to each and every term of the release and waiver of liability.

Media Consent and Release. As a voluntary participant in the Program, I hereby continue to consent to the recording, use and reuse by So-Gnar, and the FDAF (the Releases) of my voice, actions, likeness, name, video images, appearance and biographical material and any comments made by me about the partners or the Program or during my participation in the Program (collectively "Likeness") in any materials, including but not limited to video, in any and all media now known or hereafter devised, worldwide, in perpetuity, in or in connection with the Program, whether during or after its conclusion. I agree that Releases may use all or any part of my Likeness, and may alter or modify it, regardless of whether or not I am recognizable, without any compensation to me (except as specifically provided herein otherwise). I further agree that Releases may use my Likeness and the content developed and generated by the Program (including without limitation all User Submissions) in connection with any promotion, publicity, marketing or advertisement arising out of or in connection with the Program in any manner whatsoever whether during or after its conclusion, without any compensation to me (except as specifically provided herein otherwise). In addition, if any content submitted by me, and/or featuring me in conjunction with the Program (including without limitation any User Submission), is used for commercials produced for initial use on broadcast or cable TV and radio and moved over to the Internet or New Media (as defined in the current SAG and/or AFTRA Commercials Contracts), or for commercials produced for initial use on the Internet or New Media, I agree to accept scale rates and, at Advertiser's option, 50% of a scale session fee which fee covers only unlimited editing under the applicable SAG or AFTRA Commercials Contract. Further I hereby agree to sign a of the standard Ford Motor Company SAG or AFTRA Employment Contract which Ford Motor Company (and any of its agencies) will furnish to me. I HEREBY ACKNOWLEDGE AND AFFIRM THAT ALL ACTIONS AND STATEMENTS MADE BY ME IN CONNECTION WITH THE PROGRAM ARE MY OWN, MADE OF MY OWN FREE WILL, AND ARE TRUTHFUL TO THE BEST OF MY KNOWLEDGE. I AGREE NOT TO MAKE ANY CLAIM AGAINST RELEASEES AS A RESULT OF THE USE OF MY LIKENESS AND/OR THE VIDEO (INCLUDING, WITHOUT LIMITATION, ANY CLAIM THAT SUCH USE INVADES ANY RIGHT OF PRIVACY AND/OR PUBLICITY).

Signature _____ Date _____

Printed Name: _____

Address: _____

E-mail: _____

Telephone: _____ Age: _____

Emergency Contact Name: _____

Emergency Phone: _____

CONSENT OF PARENT OR GUARDIAN
(Required for anyone under 18 years of age)

I, _____,
(First Name) (Middle Initial) (Last Name)

am the parent or guardian of _____, a minor. I do hereby agree (on behalf on myself, my child, and his or her and my heirs, assigns and legal representatives) to all of the terms and conditions set forth in the above Release and Waiver of Liability. I have read and I understand this legal document. I understand that by making this agreement I surrender valuable legal rights for me, my child and his or her and my heirs, assigns and legal representatives. I am signing freely and voluntarily.

Signature: _____ Date: _____