

## Seven Travel Trip Liability Waiver:

**Please read below carefully, sign and return.**

**CANCELLATIONS:** Cancellations before December 15, 2017, full refund. After December 15, there is NO REFUNDS! \* If we can replace you with another family of equal number you will receive 100% refund. Cancellations must be in writing.

Make checks out to Seven Travel LLC.

Mail checks to Seven Travel LLC; ATTN: Randy Friedman 7 Parker St Newton Centre, MA 02459

### **DAMAGES:**

You will need to leave a charge card at the front desk upon check in for damages and incidentals.

## **SKIING & SPORT PARTICIPANT RELEASE OF LIABILITY, WAIVER OF CLAIMS, EXPRESS ASSUMPTION OF RISK AND INDEMNITY AGREEMENT.**

**Please read and be certain you understand the implications of signing.**

**Express Assumption of Risk Associated with Skiing, Sport, Venue Use and Related Activities.** I do hereby affirm and acknowledge that I and my party have been fully informed of the inherent hazards and risks associated with skiing, transportation of equipment related to the activities, and travelling to and from activity sites in which I/we am about to engage. **Inherent hazards and risks include but are not limited to:**

1. Risk of injury from the activity and equipment utilized is significant including the potential for broken bones, severe injuries to the head, neck, and back or other bodily injuries that may result in permanent disability and death.
2. Possible equipment failure and/or malfunction or misuse of my own or others' equipment.
3. I AGREE THAT I WILL WEAR APPROVED PROTECTIVE GEAR AS DECREED BY THE GOVERNING BODY OF THE SPORT I AM PARTICIPATING IN. However, protective gear cannot guarantee the participant's safety. I further agree that no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord.
4. Variation and/or steepness of terrain, variation or changes in surfaces including but not limited to snow surfaces, ice, bare spots, rocks, stumps, debris, cliffs, trees, fences, posts, trees, light poles, signs, buildings, roads, walkways, ramps, rails, stairs, pyramids, manual pads, bowls, half-pipes, jumps, padded and non-padded barriers, other persons, and other natural and man-made hazards.
5. My own negligence and/or the negligence of others, including but not limited to operator error and guide decision making including misjudging terrain, weather, riding surfaces or other obstacles.
6. Exposure to the elements and temperature extremes may result in frost nip, frost bite, heat exhaustion, heat stroke, sunburn, hypothermia and dehydration.
7. Dangers associated with exposure to natural elements include but are not limited to avalanche, rock fall, inclement weather, thunder and lightning, severe and or varied wind, temperature and other weather conditions.
8. Accidents or illness occurring in remote places where there are no available medical facilities.
9. Fatigue, exhaustion, chill, and/or dizziness, which may diminish my/our reaction time and increase the risk of accident.
10. Impact or collision with other athletes, spectators, facility employees, pedestrians, motor vehicles, and cyclists.
11. Costs or inconveniences incurred if a participant's circumstances cause him/her to miss any of the scheduled transportation.

**\*I understand the description of these risks is not complete and unknown or unanticipated risks may result in injury, illness, or death.**

### **Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration for being permitted to participate in the above described activity(ies) and related activities, I hereby agree, acknowledge and appreciate that:

1. **I HEREBY RELEASE AND HOLD HARMLESS WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH,** or loss or damage to person or property, **WHETHER CAUSED BY NEGLIGENCE OR OTHERWISE,** the following named persons or entities, herein referred to as releasees, Seven Travel LLC.
2. To release the releasees, their officers, directors, employees, representatives, agents, and volunteers from liability and responsibility whatsoever and for any claims or causes of action that I, my estate, heirs, survivors, executors, or assigns may have for personal injury, property damage, or wrongful death arising from the above activities whether caused by active or passive negligence of the releasees or otherwise. By executing this document, I agree to hold the releasees harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of my engaging in the above activities.
3. By entering into this Agreement, I am not relying on any oral or written representation or statements made by the releasees, other than what is set forth in this Agreement.

