

Moving Mountains Adaptive Program, Agreement for Assumption of Risk, Indemnification, and Release

I, _____ (print name), DOB _____, desire to participate voluntarily in the Moving Mountains Adaptive Program and any other activity sponsored by Moving Mountains Adaptive Program, (referred to as MMAP).

I UNDERSTAND THAT I AM BEING ASKED TO **READ EACH OF THE FOLLOWING PARAGRAPHS CAREFULLY**. I UNDERSTAND THAT IF I WISH TO ASK QUESTIONS ABOUT ANY OF THE TERMS CONTAINED IN THIS AGREEMENT, I MAY CONTACT A MMAP BOARD OF DIRECTORS MEMBER. **BY SIGNING THIS DOCUMENT I ACKNOWLEDGE AND ACCEPT THAT I HAVE RECEIVED SUFFICIENT INFORMATION AND TIME TO MAKE AN INFORMED DECISION ABOUT MY, OR MY MINOR CHILD'S OR WARD'S, PARTICIPATION IN MMAP.**

Assumption of Risks:

I understand that physical activity related to MMAP, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. This includes those activities undertaken outside, which may involve uneven, slippery, or difficult terrain, skis, ski slopes, chair lifts, as well as the sudden and unforeseen malfunctioning of any equipment. Additional risks involve strenuous exertions of strength using various muscle groups, some involve quick movement involving speed and change of direction, and others involve sustained physical activity, which places stress on the cardiovascular system. The specific risks range from: 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as fractures, internal injuries, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including permanent disability and death to 4) other risks not known or not reasonably foreseeable. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual, significant hazard during my presence or participation, I will cease participating and bring such hazard to the attention of the nearest MMAP representative immediately. **I know, understand, and appreciate the risks that are inherent in adaptive down-hill skiing and snowboarding. I know, understand and appreciate that it is impossible for MMAP to guarantee absolute safety. I hereby assert that my participation is voluntary and informed and that I knowingly assume all such risks.**

Hold Harmless, Indemnity and Release:

In consideration of permission for me to voluntarily participate in MMAP, today and on future dates, I, for myself, my heirs, personal representatives or assigns, agree to defend, hold harmless, indemnify and release MMAP, the Board of Directors of MMAP, collaborating partner agencies, officers, employees, agents, and volunteers, from and against any and all claims, demands, actions, or causes of action of any sort on account of severe social or economic losses, damage to personal property, or personal injury, or death which may result from my participation. This release includes claims based on the negligence of MMAP, the Board of MMAP, collaborating partner agencies, and their officers, employees, agents, and volunteers, but expressly does not include claims based on their intentional misconduct or recklessness. **I understand that by agreeing to this clause I am releasing claims and giving up substantial rights, including my right to sue, that it has not been changed it orally, and I am signing it voluntarily.**

Printed Name of Participant/Volunteer: _____

Signature of Adult Participant/Volunteer: _____ **Date:** _____

**Signature of Parent or Guardian
(if Participant is Under 18*):** _____ **Date:** _____

*If your son, daughter or ward will be under 18 while participating in MMAP, it is our policy to request your agreement to the above terms, on behalf of your minor son, daughter or ward.