

**SNOW KITING RELEASE OF LIABILITY
WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK**

In consideration for the utilizing of the facilities in the engaging in the sport of snow kiting, I hereby understand and agree to this release of liability, waiver of legal rights and assumption of risk and to the terms hereof as follows:

1. I acknowledge that Snow Kiting is an action sport and recreational activity involving travel in three dimensions as such activity is subject to mishap and even injury to participants. I understand I may suffer a broken limb, paralysis or fatal injury while participating in the sport of Snow Kiting. (Initial Here:_____)
2. I hereby RELEASE and DISCHARGE all event organizers, the State of NY, the County of Lewis, and their officers, directors, elected officials, agents, employees, instructors, pilots, and owners of equipment and the land used for Snow Kiting activities (hereinafter collectively referred to as "Released Parties"), from any and all liability, claims, demands or causes of action that I may hereafter have for injuries, damages arising out of my participation in Snow Kiting activities, including but not limited to, losses CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. (Initial Here_____).
3. I understand and acknowledge that Snow Kiting activities have inherent dangers that no amount of care, caution, instruction or expertise can eliminate and I EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH OR PERSONAL INJURY SUSTAINED WHILE PARTICIPATING IN SNOW KITING ACTIVITIES WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE RELEASE PARTIES (Initial Here_____).
4. I further agree that I WILL NOT SUE OR MAKE A CLAIM against the Released Parties for damages of other losses sustained as a result of my participation in Snow Kiting activities (Initial Here_____).
5. I also agree to INDEMNIFY AND HOLD THE RELEASED PARTIES HARMLESS from all claims, judgments, and costs, including attorney's fees, incurred in connection with any action brought as a result of my participation in Snow Kiting activities. (Initial Here_____).
6. I will take full responsibility for, and hold harmless Released Parties for any injury that I may suffer or inflict upon others or their property as a result of my engaging in Snow Kiting activities (Initial Here_____).
7. I agree that I will operate the said Snow Kiting Equipment in a reasonable and safe manner so as not to endanger the lives of persons or property of any individual (Initial Here_____).
8. I have read and understood the above and acknowledge that the same constitutes a release of liability and a waiver of my legal rights and also acknowledgement of the assumption of liability by me of all risks arising out of my engaging in Snow Kiting activities (Initial Here_____).

SNOW KITING RELEASE OF LIABILITY
WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK
Page 2

9. I further represent that this Release of Liability, Waiver of Legal Rights and assumption of Risk shall continue in full force and effect for so long as I engage in Snow Kiting activities, which are in any way connected to or with the Released Parties (Initial Here_____).

10. I further represent that I am at least 18 years of age, or that as the parent or (adult) legal guardian, I waive and release any and all legal rights that may accrue to me, to my minor child or to the minor child for whom I am legal guardian as the result of any injury that my minor child, the minor child for whom I am legal guardian or I may suffer while engaging in Snow Kiting activities (Initial Here_____).

11. I hereby expressly recognize that this Release of Liability, Waiver of Legal Rights and Assumption of Risks is a contract pursuant to which I have released any and all claims against the Released Parties resulting from participation in Snow Kiting activities including any claims by the negligence of the Released Parties by any of the undersigned (Initial Here_____).

**I HAVE READ THIS RELEASE OF LIABILITY, WAIVER OF LEGAL RIGHTS AND ASSUMPTION OF RISK AND FULLY UNDERSTAND ITS CONTENTS.
I SIGN IT OF MY OWN FREE WILL AND AGREES TO BE BOUND BY IT.**

THIS DAY OF _____ 2010

SIGNATURE: _____

NAME OF ADULT PARTICIPANT (Please Print) _____

NAME OF MINOR CHILD _____

SIGNATURE OF PARENT OR GUARDIAN OF MINOR CHILD _____

NAME OF PARENT OR GUARDIAN OF MINOR CHILD (Please Print) _____
