



# Assumption Of Risk Agreement

Event: **Gore Mountain Snowshoe Race**

Event Date: **1/10/2021**

IN CONSIDERATION of permission granted to me by the NYS Olympic Regional Development Authority ("ORDA") to use the following facilities; **Whiteface Mountain and facilities, Olympic Sports Complex and facilities, MacKenzie-Intervale Ski Jumping Complex and facilities, Olympic Center, Sheffield Speed Skating Oval, Lake Placid Conference Center and facilities, Gore Mountain and facilities, Bellearye Mountain and facilities, and U.S. Olympic Training Center and facilities** and equipment and other locations on which ORDA may maintain and manage operations including but not limited to: bobsleds, luge sleds, skeleton sleds, trampolines, euro bungee, climbing wall, skis and snowboards (with appropriate boots) and ski poles, rental equipment (including but not limited to; skis, boots, poles, snowboards, and helmets), children's sleds, tubes for sliding, ice skates, hockey sticks, helmets, rifles, curling stones, mountain bikes, disc golf equipment, all beach related activities and rental equipment, horses and horseback riding equipment, rides in or on ORDA vehicles and or equipment, and all inflatable equipment (collectively referred to as the "Sport Facilities and Equipment") in Lake Placid, Town of North Elba, Wilmington, North Creek, Town of Johnsbury, Highmount, Town of Shandaken and Village of Pine Hill all in New York State or any other location where such equipment may be utilized.

**I expressly acknowledge:**

1. USE OF THE SPORTS FACILITIES AND EQUIPMENT IS A HAZARDOUS ACTIVITY WHICH COULD RESULT IN PERSONAL INJURY OR DAMAGE. I acknowledge that use of the Sports Facilities and Equipment is dangerous and I knowingly assume all risks of personal injury or damage I may suffer by using the Sports Facilities and Equipment. I further acknowledge that since I am using the Sports Facilities and Equipment at my own risk, ORDA bears no responsibility of any nature for any personal injury, damage or loss to my person or property arising out of or resulting from my visit to the Sports Facilities and Equipment use.
2. I am physically fit and possess the physical strength to meet my responsibilities as a user of the Sports Facilities and Equipment. I do not suffer from any medical condition that will be affected by my use of the Sports Facilities and Equipment. Further, I will not use the Sports Facilities and Equipment while under the influence of alcohol and/or drugs.
3. I agree to observe, read and abide by any and all notices as may be posted by ORDA/Gore Mountain which may pertain to my responsibilities as a user of the Sports Facilities and Equipment.
4. I grant permission to ORDA, Gore Mountain, or other business partners to utilize any photograph, video, or recording of my use of the Sports Facilities and Equipment for any business purpose.
5. I acknowledge that the use of the Sports Facilities and Equipment is a hazardous activity and that I could suffer personal injury, which may be serious, as a user.
6. I hereby expressly acknowledge my understanding and acceptance of the foregoing, and agree to assume all the risks of any personal injuries whatsoever which I may incur during my use of the Sports Facilities and Equipment on the Event Date(s) indicated above.
7. This agreement is governed by the applicable laws of New York State. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree and understand that any claim or lawsuit against the RELEASEES may be brought in the federal or state courts of New York in the county where the activity(s) takes place.

**I DO FURTHER WAIVE any claim for damages which I may or might have by reason of injuries sustained by me in such use of the Sports Facilities and Equipment, and do hereby release and forever discharge the ORDA, the Towns of North Elba, Wilmington, North Creek, Johnsbury, Shandaken and Highmount, the Villages of Lake Placid and Pine Hill, the State of New York, any sponsors and the officers and employees thereof, from any claim for damages against them or any of them which I may or might have by reason of injuries sustained in the use of the Sports Facilities and Equipment, or for any other damages sustained in the use thereof.**

**I understand that this is a contract that is binding upon me, my heirs, and legal representatives. I, the undersigned, have read, understand and agree to the Assumption Of Risk Agreement above.**

\_\_\_\_\_  
**Signature of Participant**

\_\_\_\_\_  
**Today's Date**

\_\_\_\_\_  
**Signature of Legal Guardian**  
*(If Participant is less than 18 years of age)*

\_\_\_\_\_  
**Printed Name of Participant**

\_\_\_\_\_  
**Date Of Birth**

\_\_\_\_\_  
**Printed Name of Legal Guardian**

\_\_\_\_\_  
**Street Address or PO Box**

\_\_\_\_\_  
**City**

\_\_\_\_\_  
**State**

\_\_\_\_\_  
**Zip**

\_\_\_\_\_  
**Country**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Emergency Phone**

**Email** *I grant Gore Mountain expressed consent to send me email*

\_\_\_\_\_  
**Emergency Contact**

**For Gore Mountain Use**