



OvR ride LLC.
 info@ovride.com
 phone: 347-559-1787
 http://ovride.com

WAIVER & RELEASE OF LIABILITY

I, x _____ (FULL NAME), hereafter to be known as "PARTICIPANT", in Agreement with OvR ride LLC., AND upon reading this Waiver and Release of Liability document sign and acknowledge my participation in the EVENT, as titled below, and its associated risks, as men tioned herewith in this document, which will hold harmless OvR ride LLC. as stated herewith. If any portion of this agreement is held to be invalid, the remainder shall continue in full force and effect.

As the PARTICIPANT, I shall:

1. ASSERT that I am at least eighteen (18) years of age, fully competent, and am physically and mentally qualified to participate in such activities; if I am under (18) years of age a parent or guardian will sign this document on my behalf;
2. ACKNOWLEDGE that the events and activities sponsored by OvR ride LLC., are undertaken in good faith of acceptable conditions for participation and as such, in the event of storm, inclement weather, acts of God, vehicle malfunction or breakdown, strikes, work stoppages, or other causes of events beyond the control of OvR ride LLC., I shall pay and be responsible for all costs, charges and expenses arising out of but not limited to, charges imposed by carriers, lodging management, activity areas, equipment rental stores, or otherwise;
3. ACKNOWLEDGE that I am fully aware of risks and hazards connected with being on the premises and participating in events and activities sponsored and/or organized by OvR ride LLC., and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises and participating in said events and activities, and I hereby elect to voluntarily participate in the events and activities, to enter upon such premises and engage in such activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being a participant in the activities and events, whether caused by the negligence of releases or otherwise;
4. ACKNOWLEDGE that OvR ride LLC. are organizers of said events and activities and as such have taken due diligence in employing, arranging, and coordinating said establishments, companies, and professionals which meet the necessary standard of qualifications, liability, and insurance needs required in each of their associated fields;
5. AGREE to hold wholly harmless and hereby release and forever discharge OvR ride LLC., its officers, directors, trustees, employees, agents and representatives from and against any and all liabilities, claims, losses, demands, actions, causes of action, damages, judgments, costs, or expenses, injuries to person(s) or property of any kind sustained or incurred in connection with, or as a result of my participation in, the aforementioned event or any related activities or programs sponsored or organized by OvR ride LLC. or arising out of any travel incident thereto.
6. ACKNOWLEDGE I hereby give permission to OvR ride LLC. to use my name and photographic likeness in all forms and media for advertising, trade, and any other lawful purposes.

EVENT: _____ **DATE(S):** _____

I, the undersigned, have read the preceding release, understand it, and sign it voluntarily.

NAME: _____ SIGNATURE: _____ DATE: _____ MOBILE: _____ EMAIL: _____	EMERGENCY CONTACT: NAME: _____ RELATIONSHIP: _____ PHONE: _____
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I agree that the following will be governed under the substantive laws of the state of New York, except, if the injury involves a claim arising out of a motor vehicle accident, that it will be governed under the substantive laws of New Jersey.

I agree that all disputes and/or lawsuits under this contract and/or arising from my use of any service provided by OvRide shall be litigated exclusively in the Supreme Court of the State of New York, County of Richmond or in the United States District Court for the Eastern District of New York.

I agree that and understand that OvRide is not liable for any activity, action, omission or purported negligent, wanton, reckless or willful acts or failures to act that occur on the premises of any ski resort, including but not limited to the parking lot, the village, the bars, the restaurants, the lodge, the common areas, the hotels and/or the mountain itself. Furthermore, should any claim arise out of my use of any of the aforementioned locations of any ski resort, I agree to hold harmless OvRide, its members, officers, directors, employees, agents and independent contractors. In fact, should I, or through my attorneys or agents bring a claim against OvRide, its officers, members, directors, employees, agents or independent contractors, I agree to indemnify the same should they be held liable, and furthermore pay their entire legal fees at an agreed upon rate of \$300 per hour.

I assume and understand that skiing and snowboarding are hazardous sports, there are often variations in terrain and in snow and ice conditions, as well as trees, rocks, bare spots, towers, snow grooming and snow making machinery and other skiers and snowboarders to contend with. I assume all risk of injury to person and/or property and agree to hold harmless OvRide, its members, officers, directors, employees, agents or independent contractors.

I understand that no OvRide member, officer, director, employee, agent or independent contractor is a licensed instructor or tour guide. Should I choose to go out of bounds, in glades, side country, back country or any other area not routinely under ski patrol, that I assume the risk of injury to person and/or property and agree to hold harmless OvRide, its members, officers, directors, employees, agents or independent contractors.

Name: x_____ **.DATE:**_____.