

**SNOW SHOVEL XPRESS  
SHOVEL RACES 2014  
FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

I, the undersigned (or legal guardian of the undersigned) recognize that there are **EXTREME DANGERS** associated with participation in the Meadville Pines Inc. / AvalancheXpress Snow Shovel Xpress Shovel Races (hereinafter referred to as the "Shovel Races"). I am fully aware of the possible risks and dangers inherent in participating in the sport of shovel racing, including, but not limited to, the fact that I will be traveling at high speed, have little or no directional control, that the shovel has been prepared by me or on my behalf by someone else.

Meadville Pines Inc. / AvalancheXpress does not make any guarantees or representations as to the safety of the shovel I am using and I fully understand that collisions are a high probability, that any snow bank, netting, fencing or other devices erected by Meadville Pines Inc. / AvalancheXpress are designed only to protect spectators and are not designed to protect racers, that it is possible that I might leave the course, collide with other persons or structures on the course, or lose control of my shovel and fall on the course, etc. Accordingly, I understand that I must control myself at all times and anticipate the unexpected and that **I AM SOLELY RESPONSIBLE FOR MY OWN SAFETY.**

I acknowledge that shovel racing and related activities are **EXTREMELY HAZARDOUS** activities and that I have made a voluntary choice to participate in those activities despite the **EXTREME** risks of personal injury or death that they present. In consideration of my being permitted to participate in the event named above, I agree to **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH**, which might be associated with or result from my participation.

I acknowledge that I have no preexisting medical condition(s) that impair my ability to participate in this event.

I hereby agree and permit Meadville Pines Inc. / AvalancheXpress to take and use any photograph or any image derived therefrom of me or minor with or without my name for any editorial, promotional, advertising, trade or other legal purpose. I agree and understand that I will not be compensated for this and that it is a regular part of my participation with AvalancheXpress.

**I AGREE** it is my sole responsibility to view the area of the event **BEFORE** I participate and to not participate if the area of the event or adjacent areas or conditions are not to my satisfaction. I further hereby **RELEASE FROM LIABILITY AND AGREE TO INDEMNIFY AND HOLD HARMLESS** the organizers and sponsors of this event, Meadville Pines Inc. / AvalancheXpress and their owners, agents, landowners, affiliated companies and employees for any damage, injury or death to myself or to any person or property, whether caused by their **NEGLIGENCE** or for any other reason, in any way connected with the physical condition of the area of the event and adjacent areas, my preparation or practice for or my participation in these activities, events and races.

If user is a **MINOR**, in exchange for Meadville Pines Inc. / AvalancheXpress making shovel races, events, related activities and facilities available, the undersigned **AGREES TO DEFEND AND INDEMNIFY Meadville Pines Inc. / AvalancheXpress AND ALL EVENT SPONSORS** from any claim for personal injury, death or property damage from said minor, even **AFTER** the minor has attained **MAJORITY**, and to **HOLD** Meadville Pines Inc. / AvalancheXpress, its representatives, agents, officers, directors and employees **HARMLESS** from any claim, legal action, harm, injury damages or loss to personal and/or property made on behalf of the aforementioned minor or from **THIRD PARTIES** injured by the minor.

**I UNDERSTAND THAT AVALANCHEXPRESS RECOMMENDS THAT I OBTAIN APPROPRIATE INSURANCE COVERAGE TO PROTECT MYSELF AND OR MINOR IN THE CASE OF ACCIDENT OR INJURY DUE TO MY OR THE MINOR'S PARTICIPATION IN SUCH SPORTS AND/OR ACTIVITIES.**

In exchange for, and in consideration of, Meadville Pines Inc. / AvalancheXpress making these special events and the ski area available for participation in the Shovel Races, **I CONTRACTUALLY AGREE** that any and all disputes between myself and Meadville Pines Inc. / AvalancheXpress arising from participation in this special event or participation in the sport of shovel racing, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF PENNSYLVANIA** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF PENNSYLVANIA.**

I, the undersigned, **HAVE READ AND UNDERSTAND** the terms of the above Full and Complete Release of Liability and Indemnity Agreement and I am signing it freely and of my own accord, realizing **IT IS BINDING** upon me, my heirs, assigns and, in the event I am signing it on behalf of **ANY MINORS**, that I have **FULL AUTHORITY TO DO SO REALIZING ITS BINDING EFFECT ON THEM** as well as me. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM WAIVING MY LEGAL RIGHTS AS WELL AS THOSE OF ANY MINOR FOR WHOM I AM SIGNING.**

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

DOB \_\_\_\_/\_\_\_\_/\_\_\_\_

\_\_\_\_\_  
RACER'S SIGNATURE

DATE: \_\_\_\_\_

\_\_\_\_\_  
PARENT/GUARDIAN OF RACER  
(Must be signed by parent or legal guardian if participant is under 18 years of age)

DATE: \_\_\_\_\_

**THIS IS A LIABILITY RELEASE – READ IT CAREFULLY**