

**Snowshoe Mountain, Inc.**  
**Pre-Ski School Program Admission Form and Medical Authorization**

**READ THIS ENTIRE AGREEMENT CAREFULLY BEFORE SIGNING – IT LIMITS SNOWSHOE’S LIABILITY**

**1. CHILD’S INFORMATION:**

Name: \_\_\_\_\_

**2. PARENT OR LEGAL GUARDIAN INFORMATION:**

Name: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Local Phone: \_\_\_\_\_

City: \_\_\_\_\_

State/ZIP: \_\_\_\_\_

Local Address/Hotel: \_\_\_\_\_

**OTHER PERSONS AUTHORIZED TO PICK UP CHILDREN IF PARENT/GUARDIAN CANNOT BE LOCATED**

**(PHOTO I.D. REQUIRED AT PICK-UP):**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

**3. CHECK-IN AND CHECK OUT**

Date	Time In	Signed in By	Time Out	Signed out By
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**4. EMERGENCY CONTACT INFORMATION:**

Additional person(s) to be called in the event of an emergency. SOMEONE NOT AT SNOWSHOE.

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_ Phone: \_\_\_\_\_

**5. HEALTH, BEHAVIORAL AND ALLERGY INFORMATION:**

Upon admission of my children into the Snowshoe Pre-School School child care program, **I state that my child is in good health and has had all necessary immunizations.**

Child’s Age: \_\_\_\_\_ Child’s Date of Birth: \_\_\_\_\_ Child’s Height: \_\_\_\_\_

Child’s Weight: \_\_\_\_\_ Child’s Primary Physician: \_\_\_\_\_

Phone Number for Child’s Primary Care Physician: \_\_\_\_\_

Is the Child taking medications? Yes \_\_\_ No \_\_\_ List Medications: \_\_\_\_\_

**Note: Per WV Law, Program personnel are prohibited from administering medications to children. If your child requires assistance with any medication during program hours, please make arrangement to be available to provide such medication to your child.**

Drug Allergies? (i.e. Penicillin, etc.) \_\_\_\_\_

Other Allergies: Yes \_\_\_ No \_\_\_ Describe: \_\_\_\_\_

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Describe ALL known health or medical problems or any additional information:

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Does your child have any dietary restrictions? \_\_\_\_\_

Is your child potty trained? **Yes** \_\_\_\_\_ **No** \_\_\_\_\_

Does your child have any fears? \_\_\_\_\_

What are your child's interests? \_\_\_\_\_

Does your child have any special needs or behaviors we need to be aware of? \_\_\_\_\_

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### 6. **EMERGENCY SITUATIONS**

PARENT/GUARDIAN MUST REMAIN ON SKI AREA PROPERTY while children are at Ski School or Pre-Ski School. While on the mountain, pay attention to the chalkboards at the top of the lifts. In case of an emergency, illness, or problem, your name will be placed on these boards. Please return to the location stated on the chalkboards ASAP if your name appears on any of the aforementioned boards!

### 7. **MEDICAL AUTHORIZATION**

I give permission to Snowshoe Mountain personnel to administer first aid to the children named on this form as the personnel deem necessary. In the case of serious illness or injury, and if I cannot be reached, I give Snowshoe permission to call for medical and/or surgical care for the children and to transport the children to a medical facility or hospital for treatment necessary for the well-being of the children at my expense. I understand that I give this authorization in advance of any specific diagnosis, treatment, or hospital care being required, but it is given to provide authority and power to render care that a physician or first aid responder, in the exercise of his or her best judgment, may deem advisable. I understand that effort will be made to contact me prior to rendering treatment to the children, but that any of the above treatment will not be withheld if I cannot be reached.

I further authorize and consent to any x-ray examination, magnetic resonance imaging (MRI) examination, anesthetic, medical, or surgical diagnosis rendered under the general or special supervision of any member of the medical staff, emergency room staff or dentist.

This care may be given under whatever conditions are necessary to preserve the life or limb or well-being of my children.

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**PRINT NAME OF PARENT OR GUARDIAN**

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**SIGNATURE OF PARENT OR GUARDIAN**

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**DATE**

# Snowshoe Mountain, Inc.

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**RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS READ CAREFULLY BEFORE SIGNING**

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I understand that the Pre-Ski School program is operated by Snowshoe Mountain, Inc. and that the program is not the equivalent of ski school. Rather, the Pre-Ski School program provides short-term care for guests' children while those guests are participating in various resort activities.

**In consideration for Snowshoe Mountain, Inc.'s agreement to accept my child in its Pre-Ski School Program ("Program"), I agree to the following:**

1. I am a parent or legal guardian of the child (identified at the top of this document) participating in the Program.
2. On behalf of myself and on behalf of my child's other parent/legal guardian (if any), I waive my/our right to bring any civil claim against Snowshoe Mountain, Inc., its owners, its officers, its employees, its representatives, its agents, its volunteers, its parent companies, its affiliates, its related companies, and/or all other persons or entities acting in any capacity on its behalf (collectively referred to as "Snowshoe") for damages I/we may suffer resulting from the death or injury of my/our child while he or she is in Snowshoe Mountain, Inc.'s Program.
3. On behalf of myself and on behalf of my child's other parent/legal guardian (if any), I release Snowshoe from any and all liability for damages I/we may suffer resulting from the death of or injury to my/our child while he/she is in Snowshoe Mountain, Inc.'s Program.
4. My/our waiver and release encompass claims based on Snowshoe's negligence. I agree that, by signing this Pre-Ski School Waiver, Release, Agreement to Assume Risk, and Agreement to Indemnify and Hold Harmless ("Agreement"), it is my intention to give up my right and the right of my child's other parent/legal guardian (if any) to sue Snowshoe, even if injury to or the death of my child is caused by Snowshoe's negligence.
5. I understand that my child's participation in the Program, including, but not limited to, my child's participation in various inflatable activities at The Big Top at Snowshoe Mountain while in the Program, entails known and unanticipated risks which could result in my child suffering serious injuries (physical and/or emotional) or death, and also could result in damage to my property or my child's property, or harm to third parties.
6. I understand that my child's participation in the Program, including, but not limited to, my child's participation in group ski lesson activities at Snowshoe Mountain while in the Program, entails known and unanticipated risks which could result in my child suffering serious injuries (physical and/or emotional) or death, and also could result in damage to my property or my child's property, or harm to third parties.
7. I voluntarily accept all risks, inherent and otherwise, of my child participating in the Program, including, but not limited to, inflatable and ski lesson activities at Snowshoe Mountain. Examples of these risks include, but are not limited to: physical injury or death from tripping, slipping, falling, landing unevenly, twisting, turning, bouncing, climbing onto and off of equipment, equipment failure, choking, biting, suffocating, and colliding with other persons or with objects. Types of injuries and illnesses which my child may suffer include, but are not limited to: strains; sprains; broken bones; head injuries; cuts; abrasions; bruises; cardiac-related events or illness; heat exhaustion; heat stroke; exposure to altitude and/or cold, including hypothermia, frostbite, acute mountain sickness, exhaustion, and cerebral and pulmonary edema; insect bites; allergic reactions; exacerbation of pre-existing medical conditions; and rashes. Hazardous conditions my child may encounter include, but are not limited to: slippery and/or icy surfaces, as well as exposure to the sun, to wind, to lightning, and to any other hazardous weather conditions. Additional risks may result from my child's failure to obey signs, warnings, and/or instructions, restraint performed by Snowshoe employees and/or volunteers, and emergency measures taken by medical/health care providers. Risks also include hazards caused or contributed to by my negligence, my child's negligence, Snowshoe's negligence, and/or the negligence of bystanders and/or other children participating in the Program.
8. I am responsible for deciding whether my child can and should participate in the Program. On my own behalf and on behalf of my child's other parent/legal guardian (if any), I am willing to assume the risk, and in fact do assume the risk, that participation in the Program may exacerbate any medical condition my child may have, regardless of whether any such condition is known by me or disclosed to Snowshoe.
9. **I agree to indemnify, defend, and hold harmless Snowshoe from any and all claims, demands, and causes of action brought by my child or by any third party against Snowshoe, where such claim, demand, or cause of action arises out of or relates to my child's participation in the Program. This pledge to indemnify, defend, and hold harmless encompasses claims based on alleged or proven negligence by Snowshoe.** I understand that this pledge to indemnify, defend, and hold harmless means that I am responsible for paying all judgments, settlements, verdicts, awards, costs, and attorneys' fees incurred by Snowshoe and/or its employees, agents, officers, owners, shareholders, representatives, insurers, affiliates, successors, and assigns arising out of claims brought by or on behalf of my child arising out of or relating to my child's participation in the Program.
10. I agree that either (a) I have adequate insurance to cover the costs, fees, and expenses related to any injury, death, or damage my child may cause or suffer while participating in the Program, or (b) I shall bear the costs, fees, and expenses related to any such injury, death, or damage.
11. I agree that, in the context of my child's participation in the Program, Snowshoe is not responsible for loss, theft, or damage of my or my child's property.
12. I grant Snowshoe permission to use photographs and/or video images of my child for purposes of marketing, publicizing, and/or promoting Snowshoe Mountain. On behalf of myself and on behalf of my child's other parent/legal guardian (if any), I waive any right to be compensated for the use of my child's image, and I release Snowshoe from liability for any claims, where such claims arise out of or relate to Snowshoe's use of my child's image.
13. I agree that any lawsuit brought by me or by my child's other parent/legal guardian (if any) against Snowshoe for any reason related to my child's participation in the Program shall be governed by West Virginia law and shall be brought in the Circuit Court of Pocahontas County, West Virginia or in the United States District Court for the Northern District of West Virginia.
14. I agree that, if any term, condition, or portion of this Agreement is found to be invalid, void, or unenforceable in any way, the remaining terms, conditions, and portions of this Agreement shall remain in full force and effect.
15. I agree that I have read the entirety of this Agreement, that I understand the entirety of this Agreement, and that, by signing below, I am knowingly and voluntarily entering into this Agreement with the intent that I and my child's other parent/legal guardian (if any) shall be bound by its terms and conditions.

\_\_\_\_\_  
(Print Child's Name)

\_\_\_\_\_  
(Print Parent/Guardian's Name)

\_\_\_\_\_  
(Parent/Guardian Signature)

\_\_\_\_\_  
(Today's Date)