



## **Individual Participation Waiver - Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement**

### **PLEASE READ CAREFULLY and Complete!**

1. The person who is taking part in ski, snowboard, or other winter sport racing, competition, or training activities as an athlete, coach, staff member, spectator or other participant is referred to as "Participant." I am the Participant or, if the Participant is under 18, I am the Participant's parent or legal guardian. I understand that skiing, snowboarding, winter sports recreation, race training, competition, ski or snowboard testing, other equipment testing, using freestyle terrain or terrain park features, performing any other training or competition related activities, and/or using any of the facilities of the ski area, including but not limited to use of the lifts, ski slopes, trails, and other equipment, for any purpose (the "Activity"), can be HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.
2. I understand the dangers and risks of the Activity and that the Participant, as a "skier" and/or "competitor" ASSUMES ALL INHERENT DANGERS AND RISKS.
3. I expressly acknowledge and assume additional risks and dangers that may result in property damage, physical injury and/or death that may be above and beyond the inherent dangers and risks of the Activity, including but not limited to: Falling or loss of balance; icy, slick or uneven surfaces; avalanches, cornices and crevasses; collisions with natural or man-made objects or other people; bumps, tree wells, downed timber, rocks, drainage channels, holes, debris, and other rugged mountainous terrain; marked and unmarked obstacles; unmaintained or unmarked trails/roads or trail obstructions; the negligence of Participant, Ski Area employees, event officials or organizers, a guide/instructor, or others (including selection of terrain that exceeds Participant's ability); guests' failure to comply with signage; collisions with snowmobiles and/or other motor or over-snow vehicles; equipment malfunction, failure or damage; improper use or maintenance of equipment; misloading, entanglements, or falls from ski lifts; varying visibility, storms, lightning, hail, snow and other adverse weather; becoming lost or separated; lack of shelter; limited access to and/or delay of medical attention; Participant's health condition, physical exertion, exhaustion, dehydration, hypothermia, altitude sickness, or frostbite; and/or mental distress from exposure to any of the above. I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY.
4. Participant always assumes the responsibility of maintaining control while engaging in the Activity and for reading, understanding and complying with all signage, including instructions on the use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. I understand that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions, and injuries are common.

5. Additionally, in consideration for allowing the Participant to participate in the Activity, **I AGREE TO WAIVE ANY AND ALL CLAIMS AGAINST AND TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND AGREE NOT TO SUE PEAK SNOWSCHOOL INC, commercial & corporate sponsors, affiliates, agents, employees, representatives, assignees, FOR ANY INJURY, INCLUDING DEATH, LOSS, PROPERTY DAMAGE OR EXPENSE WHICH I OR THE PARTICIPANT MAY SUFFER, IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, INCLUDING CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE. In further consideration for allowing Participant to participate in the Activity, I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST ANY RELEASED PARTY. I AGREE TO PAY ALL COSTS, INCLUDING ATTORNEYS' FEES, INCURRED BY ANY RELEASED PARTY IN DEFENDING AN INVESTIGATION, CLAIM, OR LAWSUIT BROUGHT BY OR ON PARTICIPANT'S BEHALF WHETHER ARISING FROM THE PARTICIPANT'S PARTICIPATION IN ANY ACTIVITY OR FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTIONS OF THIS AGREEMENT.**

6. I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.

7. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary.

8. BY SIGNING ON BEHALF OF A MINOR OR OTHER PARTICIPANT, I REPRESENT THAT I AM AUTHORIZED TO SIGN ON PARTICIPANT'S BEHALF and/or I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR PARTICIPANT and acknowledge that Participant is bound by all the terms of this Agreement. I understand that the minor Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, I represent, under penalty of fraud that I am at least 19 years old.

9. I understand that this Agreement will apply for every day the participant engages in any Activity during the season. I understand that this Agreement is a contract, and shall be binding on me and my kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

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I have hereby acknowledge that I have carefully read this Liability Release Form, understand the contents thereof, and am executing voluntarily of my own free will.

Full Name of Participant (Please Print): \_\_\_\_\_

Full Name of Parent/Legal Guardian of Minor (Please Print) \_\_\_\_\_

Signature of Parent/Legal Guardian of Minor: \_\_\_\_\_

Signed on this day of (MM/DD/YYYY): \_\_\_\_\_