

2011/2012 WIJARA RELEASE OF LIABILITY

I, the participant and/or parent of a participant in a WIJARA race event at Chestnut Mountain, Sundown Mountain, Cascade Mountain, Granite Peak, Mt. La Crosse and/or Tyrol Basin know, understand and agree that skiing and ski racing involve both known and unknown risks, dangers and hazards. These risks, dangers and hazards include, but are not limited to, changing weather and snow conditions, changing trail conditions, variations in steepness and terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers/riders or equipment, and exceeding my own abilities. Ski terrain may have moguls, forest growth, trees, rocks and debris, lift towers, snowmaking equipment and moving or stopped skiers/riders. I agree, as a condition of being allowed to use the ski area facility and premises, and to participate or for my child to participate in the above ski races, that I freely accept and voluntarily assume all risks of personal injury or death or property damage,

And I hereby release, indemnify and hold harmless Chestnut Mountain Ski Corp., Chestnut Mountain Resort, Inc., and Galena Lodge Corp., Sundown Mountain, MGV Corp., Cascade Mountain Land Holdings LLC., Cascade Mountain Management Corporation, Granite Peak Corporation, Mt. La Crosse, Inc. and/or Tyrol Basin and their agents, employees, volunteers, directors, officers and shareholders from any and all liability for personal injury or property damage which results in any way from their negligent acts or omissions, the conditions on or about the premises and facilities, the operations of the ski area, including, but not limited to, grooming, snow making, ski lift operations, ski patrol operations, actions or omissions of employees, volunteers or agents of the area, or my participation or my child's participation in skiing or other activities at the area, accepting for myself or my child the full responsibility and liability for any and all such damage or injury of any kind, which may result.

Further, I agree to visually inspect the ski trail prior to the event in which I will be participating. If I am not willing to accept the risk of injury associated with the event, I will not participate. In signing below, I certify that I have read, understand and accept this Release of Liability Agreement. I also understand this Release of Liability to be legally binding.

CAUTION! READ BEFORE SIGNING!

Signed: _____ Date: _____
(Participant's Signature)

(Print participant's name legibly)

Team name: _____ Bib No. _____

Personal Insurance Coverage

Company _____ Identification # _____

Policy # _____ Expiration Date _____

Signature of Mother or Legal Guardian, if participant is under 18 years of age Date: _____

Print mother or guardian's name legibly, if participant is under 18 years of age

Signature of Father or Legal Guardian, if participant is under 18 years of age Date: _____

Print father or guardian's name legibly, if participant is under 18 years of age

Emergency Contact Telephone Number: _____

SUNDOWN MOUNTAIN - RELEASE OF LIABILITY

I, the Participant in a WIJARA event at Sundown Mountain or parent or legal guardian of a Participant, know, understand and agree that skiing and snowboarding involve both known and unknown risks, dangers, and hazards.

Signing on my own behalf, I agree as a condition of being allowed to use the ski area facility and premises that I freely accept and voluntarily assume all risks of personal injury, death, or property damage, AND I RELEASE, INDEMNIFY AND HOLD HARMLESS SUNDOWN MOUNTAIN AND ITS AGENTS, EMPLOYEES, VOLUNTEERS, DIRECTORS, OFFICERS AND SHAREHOLDERS FROM ANY AND ALL LIABILITY WHICH RESULTS IN ANY WAY FROM ITS ALLEGED NEGLIGENCE OR FAULT, CONDITIONS ON OR ABOUT THE PREMISES AND FACILITIES, THE OPERATIONS OF THE SKI AREA (INCLUDING, BUT NOT LIMITED TO, GROOMING, SNOW MAKING, SKI LIFT OPERATIONS, SKI PATROL OPERATIONS, ACTIONS OR OMISSIONS OF EMPLOYEES, VOLUNTEERS, OR AGENTS OF THE AREA), OR MY PARTICIPATION IN SKIING/SNOWBOARDING/RIDING OR OTHER ACTIVITIES AT THE AREA, ACCEPTING FOR MYSELF THE FULL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL DAMAGE OR INJURY OF ANY KIND WHICH MAY RESULT.

Signing on behalf of another (as parent or legal guardian), I agree TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SUNDOWN MOUNTAIN AND ITS AGENTS, EMPLOYEES, VOLUNTEERS, DIRECTORS, OFFICERS AND SHAREHOLDERS FROM ANY AND ALL LIABILITY WHICH RESULTS IN ANY WAY FROM ITS ALLEGED NEGLIGENCE OR FAULT, CONDITIONS ON OR ABOUT THE PREMISES AND FACILITIES, THE OPERATIONS OF THE SKI AREA (INCLUDING, BUT NOT LIMITED TO, GROOMING, SNOW MAKING, SKI LIFT OPERATIONS, SKI PATROL OPERATIONS, ACTIONS OR OMISSIONS OF EMPLOYEES, VOLUNTEERS, OR AGENTS OF THE AREA), OR PARTICIPANT=S SKIING/SNOWBOARDING/RIDING OR OTHER ACTIVITIES AT THE AREA, AGREEING TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SUNDOWN MOUNTAIN ON ANY CAUSE OF ACTION WHICH MAY RESULT FROM MINOR PARTICIPANT=S USE OF THE PREMISES.

Further, I agree to visually inspect the ski trail prior to the event in which I will be participating. If I am not willing to accept the risk of injury associated with the event I will not participate.

In signing below, I certify that I have read, understand and accept this Release of Liability Agreement. I also understand this Release of Liability to be legally binding.

Date: _____
_____ (Participant's Signature)

(Please Print Your Name)

(Signature of Parent or Guardian if participant is under 18 years of age)

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Signed: _____ Date: _____
(Participant's Signature)

(Print participant's name legibly)

Team name: _____ Bib No. _____

Personal Insurance Coverage

Company _____ Identification # _____

Policy # _____ Expiration Date _____

Signature of Mother or Legal Guardian, if participant is under 18 years of age Date: _____

Print mother or guardian's name legibly, if participant is under 18 years of age

Signature of Father or Legal Guardian, if participant is under 18 years of age Date: _____

Print father or guardian's name legibly, if participant is under 18 years of age

Emergency Contact Telephone Number: _____

