

Participant Name: Last _____ First _____
Participant DOB: ____/____/____ Customer ID#: _____
Snowsports Program: Summit Masters Program 2011-2012

**Summit at Snoqualmie 2011-12 Adult and Child
Snowsports Lesson Program Release
of Liability, Acknowledgement of Risks and
Hazards and Agreement Not to Sue**

WARNING: Use of *The Summit at Snoqualmie*® resorts, facilities, equipment and premises, hereafter "facilities", including but not limited to: skiing, snowboarding, use of snow-sliding devices, other recreational activities and the use of aerial and surface lifts, is HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control, both on the ground and in the air, of your physical body while properly using your equipment in variable weather and other conditions. Ski, ride and participate in these activities only within your own ability. Your safety and that of others is directly affected by your judgment in the severe elements of mountain terrain. Be alert to all risks, hazards and dangers at these resorts, including but not limited to: variations in terrain (including steepness and other variations, whether natural or as a result of slope or trail design), terrain parks, elements or features, surface or subsurface snow or ice conditions (whether natural or machine-made); bare spots; rocks, trees, stumps and other forms of forest growth or debris; lift towers and components thereof and other ski area components including race course gates, banner/rope lines, lights, fences, posts and signs, (all of the foregoing whether above or below snow surface); pole lines and plainly marked or visible snowmaking equipment, other equipment, vehicles and machines including snowmobiles and snowcats; collisions with other participants or other persons (whether as a result of failure to ski, ride or participate in these activities within their own ability or otherwise) or collisions with any of the risks included in this paragraph (whether natural or man-made).

I, the undersigned, hereby express my desire and approval for my, or my child's, participation in the Snowsports Lesson Program. I acknowledge that such participation will include, without limitation, participation in various types of snowsports instruction and activities including and end-of-season on-snow miscellaneous activity event, and the use of *The Summit at Snoqualmie*'s® equipment and its slopes, trails, terrain parks, terrain features, elements, jumps, half-pipes and related facilities, race course and race gates, and aerial and surface ski lifts. I further acknowledge that participation in the program is voluntary and entirely at my risk or that of my child. It is recommended that participants in the Snowsports Lesson Program wear a helmet, either a rental helmet, or their own. I understand that a rental helmet is available for me or my child. I acknowledge that no helmet can protect the wearer against all possible or foreseeable impacts and injuries to the head. Reasonably foreseeable impacts may exceed the capabilities of the helmet to protect against injury. The helmet is designed to offer added protection to the head and cannot guard against neck, spine or other bodily injuries that may result from a ski or snowboard accident. Therefore, I acknowledge that the use of a helmet does not and cannot guarantee my safety or the safety of my child and may not prevent or reduce some types of serious injuries or death.

I understand that I, or my child, must wear a helmet at all times while practicing, training, and/or competing. Initials: _____

I understand that recreational and other activities involve inherent and other risks of **INJURY** and **DEATH**. I agree that having a resort employee present does not lessen the amount or severity of the risks or hazards of these activities. I acknowledge that my, or my child's, involvement may include skiing, snowboarding, tubing, use of snow-sliding devices, terrain features, jumps, half-pipes, racing, surface and aerial lifts and participation in other recreational activities, and that these activities are HAZARDOUS and that I, on behalf of myself or my child, have made a voluntary choice to participate in these activities despite the risks.

In consideration of being permitted to use *The Summit at Snoqualmie*® facilities and for my, or my child's involvement, in this program, I agree to RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS Ski Lifts, Inc., its parent, subsidiary and affiliated companies, the U.S. Forest Service, their respective agents, officers, directors, owners, contractors, volunteers, employees, insurers, and real and personal property owners (collectively, the "Releasees") from any and all claims I might bring as a result of physical injury, including death, and/or property damage sustained in connection with my, or my child's, participation in the Snowsports Lesson Program, use of the equipment, any other activity at this ski/recreational area, and use of *The Summit at Snoqualmie*® facilities INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY. I am fully aware of and accept all risks, hazards and dangers associated with using the Releasees facilities. I am fully responsible for any and all damage or injury of any kind that may result from my, or my child's, use of the Releasees facilities. I promise not to bring a claim against or sue, on my behalf or on behalf of my child, the Releasees, and agree that if anyone is physically injured or property is damaged while I, or my child, am using the Releasees facilities, I will have no right to make a claim or file a lawsuit against the Releasees. I also agree to indemnify and defend the Releasees for any and all claims, including subrogation and/or derivative claims, brought by any third party or insurer, for injury or damage I, or my child, may cause.

I authorize Releasees to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my expense, if deemed necessary by Releasees. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical care necessary for the well-being of my child, solely at my expense. I agree that upon my, or my child's, transportation to any ambulance, aid/medic unit, medical facility, clinic or hospital, the responsibility of the Releasees shall be totally fulfilled and the Releasees shall have no further responsibility. I understand that Releasees will attempt, to the best of their ability, to notify me as soon as possible in the event of an emergency.

I hereby grant permission to the Releasees to use my, or my child's, image(s), picture or other likeness(es), (collectively, "Image"), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.

This document is a legally binding contract and supersedes any other agreements or representations by or between the parties and is governed by the laws of the State of Washington. It shall be interpreted to provide as broad and inclusive a release of liability as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law. I agree that exclusive jurisdiction and venue for any legal action involving parties or issues relating to or arising out of participation in the Snowsports Lesson Program and/or this agreement, against the Releasees, shall be in the courts of King County, Washington, and such courts shall have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, I UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I (OR THE MINOR CHILD) OTHERWISE MAY HAVE.

I agree that this is a Release of Liability and Agreement Not to Sue, which will legally prevent me, or any other person, from filing suit or making any other claims for damages in the event of personal injury, death and/or property damage. I freely and voluntarily enter into this agreement. I understand that participation in the Snowsports Lesson Program and permission to use the resorts, their facilities, premises and equipment is being given to the undersigned participant (or parent/guardian) in exchange for the execution of this Liability Release and Agreement Not to Sue. I have made no misrepresentations to the Releasees regarding my, or my child's, name, age or any other information. This Liability Release and all its components shall survive and continue in force beyond the termination of the current season with respect to any liability, injury or damage occurring prior to such termination.

Signature

Date

For participants under 18 years of age: As parent or guardian of the child named on this form (the "Child"), I have authority to enter into this agreement on behalf of the Child. I agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees for any and all claims whatsoever brought by the Child and all claims whatsoever brought by any third party arising in connection with the Child's participation in the Snowsports Lesson Program, or which arise out of such Child's presence and/or activities on the Releasees premises. I acknowledge that I have read and understand this document and am executing it on behalf of the Child, and that the Child and I will be bound by all its terms.

If under 18 years of age: Parent/Guardian Signature

Date