

ALPINE MEADOWS

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I UNDERSTAND that skiing, snowboarding and participation in races and special events (hereinafter collectively referred to as “the Sport”) can be dangerous and involve the risk of injury or death. Despite the risk involved in the Sport, and as consideration for being allowed to participate in the Sport, **I AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH** which might be associated with my participation in the Sport and Use of the Facilities of Alpine Meadows Ski Corporation, including use of terrain parks, chairlifts, and rental equipment and instruction, racing, special events, skiing or snowboarding beyond the ski area boundary, and collisions with other persons, snow vehicles, snowmaking equipment or manmade or natural obstacles (herein collectively referred to as “Use of the Facilities”).

I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY Alpine Meadows Ski Corporation, Powdr Corp., the United States of America Department of Agriculture, the United States Forest Service, the race organizers, sponsors and all of their owners, officers, agents, and employees (herein collectively referred to as “Alpine Meadows”) for any damage, injury or death to me arising from my participation in the Sport and my Use of the Facilities at Alpine Meadows **REGARDLESS OF CAUSE, INCLUDING THE ALLEGED NEGLIGENCE OF ALPINE MEADOWS.**

I UNDERSTAND THIS IS A RELEASE OF LIABILITY which will prevent me or my heirs from filing suit or making any claim for damages in the event of injury or death to me. Additionally, in the event I file or, my child, the user, or my legal representative files a claim or a lawsuit arising out of the Sport or the Use of the Facilities at Alpine Meadows, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ALPINE MEADOWS**, for any damages, attorney’s fees or costs arising out of such a claim or lawsuit. **WITH THE AFORESAID FULLY UNDERSTOOD, I NEVERTHELESS ENTER INTO THIS AGREEMENT FREELY AND VOLUNTARILY AND AGREE THAT IT IS BINDING UPON ME, MY CHILD, THE USER, MY HEIRS, ASSIGNS AND LEGAL REPRESENTATIVES.**

I UNDERSTAND AND AGREE that this agreement will be interpreted under California law. **I ALSO AGREE** that this agreement shall be binding for any and all injuries occurring at Alpine Meadows during the current ski season. **I UNDERSTAND** that this agreement is severable. If any clause is found to be invalid, the balance of this contract will remain in effect and will be valid and enforceable.

**THIS RELEASE OF LIABILITY IS A LEGALLY BINDING DOCUMENT
READ AND UNDERSTAND IT BEFORE SIGNING IT**

SIGNATURE OF APPLICANT _____ DATE _____

Prospective applicants under the age of 18 years are required to have a parent or legal guardian read and also sign, verifying that both the parent/legal guardian and applicant have read and understand this agreement and agree to be bound by its terms.

PRINT NAME OF PARENT/LEGAL GUARDIAN _____ RELATION _____

SIGNATURE OF PARENT/LEGAL GUARDIAN _____ DATE _____