

SPECIAL EVENT & LIABILITY RELEASE AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING

I expressly consent to participation in this special event ("EVENT"). I understand that the sports of skiing, snowboarding, and other recreational activities involve inherent and other risks of **INJURY and DEATH**. In consideration for being permitted to participate in the EVENT, **I voluntarily agree to expressly assume all risks of injury or death** that may result from skiing, snowboarding, participation in the EVENT, or any other activity at Kirkwood Mountain Resort. **I AGREE TO RELEASE** Kirkwood Mountain Resort, LLC, Kirkwood Skier Education Foundation, all sponsors of and contributors for the EVENT, all equipment manufacturers and distributors, and their owners, parent companies, subsidiaries, affiliates, landowners, shops, officers, directors, employees, volunteer workers, attorneys, agents, representatives, successors-in-interest, and assigns (collectively "PROVIDERS") **from all liability for injury, death, and property loss and damage that results from participation in the EVENT or the sports of skiing or snowboarding, or is related to any other activity at Kirkwood Mountain Resort, including all liability which results from the NEGLIGENCE of PROVIDERS, or any other person or cause.**

I further agree to defend and indemnify PROVIDERS for any loss or damage arising from claims or lawsuits for personal injury, death, and property loss and damage related to participation in the EVENT or the sports of skiing or snowboarding, or any other activity at Kirkwood Mountain Resort.

I agree to ski and snowboard safely at all times, to conduct myself in accordance with the Skier Responsibility Code, to comply with the rules and policies of the EVENT and Kirkwood Mountain Resort, and to obey all signs and all instructions given by EVENT and Kirkwood Mountain Resort and Kirkwood Skier Education Foundation staff. I accept for use **AS IS** any equipment provided to me.

I understand that the binding system cannot guarantee safety. In downhill skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor it is possible to predict every situation in which it will release. In snowboarding and cross-country skiing, the binding system will not ordinarily release during use; these binding systems are not designed to release as a result of forces generated during ordinary operation.

I authorize any person connected with PROVIDERS or the EVENT to administer first aid to me, as they deem necessary. I authorize medical and surgical care and transportation to a medical facility or hospital for treatment necessary for my well-being, at my expense.

I agree that any and all photographs, videos, motion pictures, movies, or television coverage of me taken or made at any time during, by, or in connection with the EVENT, or any reproduction, likeness, or resemblance of the same, in any and every form, style, size, or color, as well as my name, may in any manner be used, published, displayed, dealt in, and copyrighted by PROVIDERS and/or their successors and assigns, or by any other person or business entity authorized by PROVIDERS, without any restriction or limitation whatsoever, for the marketing and promotion of future events and PROVIDERS.

This agreement is binding upon my heirs, executors, administrators, and assigns. I acknowledge this agreement is governed by the applicable laws of the State of California. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted in the courts in Alpine County, California. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

I understand that **ABSOLUTELY NO INVERTED AERIALS OR SOMERSAULTS** may be performed while participating in the EVENT.

I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS AGREEMENT AND RELEASE OF LIABILITY.

Participant's Name (please print): _____

Participant's Signature: _____ Date: _____

Parent/guardian: If participant is a minor, I verify that I am the parent or guardian of the minor, and I have authority to enter into this agreement on behalf of the participant.

Parent/guardian's Signature: _____ Date: _____