

Schweitzer Mountain Release for Schweitzer Alpine Racing School Club and Race participation 2017-18 Liability Release and Indemnity Agreement

I acknowledge that skiing, snowboarding, racing, cross country skiing, tubing and related activities involve certain inherent and other risks, dangers, and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence in this sport. Risks include, but are not limited to, risk of injury or death from changes in terrain and snow surface (above and below the surface), slips, falls, exposure to cold, ice, bumps, jumps, bare spots, debris, fences, decks, posts, trees, any movement of snow including, but not limited to, slides, sloughs or avalanches; any depths of snow, including tree wells, or any accumulations of snow, whether natural or man-made, including snowmaking mounds, moving snow, lift equipment and towers, light poles, signs, buildings, and walkways, ramps, padded and non-padded barriers, obstacles and other terrain features, grooming equipment, snowmobiles, ski and snowboard traffic and other hazards are HAZARDOUS activities and that I have made a voluntary choice to participate in those activities despite the risks that they present.

In consideration of my being permitted to participate in any activity of the Schweitzer Alpine Racing School (SARS), I agree to ASSUME ANY AND ALL RISKS OF INJURY OR DEATH which might be associated with or result from my participation or help with these activities. I understand that lifting, raking and shoveling require physical strength and dexterity and I acknowledge that I have the strength and physical ability to complete those tasks.

I further agree to RELEASE FROM LIABILITY and to INDEMNIFY AND HOLD HARMLESS Schweitzer Ski Operations LLC, (Schweitzer) the organizers and sponsors of any events, and their owners and agents, landowners, affiliated companies and employees for any damage, injury or death to myself or to any person or property, whether caused by their NEGLIGENCE or for any other reason, in any way connected with my preparation or practice or or my participation in any event or SARS affiliated activities.

I, the undersigned, have carefully read and understood this agreement and all of its terms. I understand that this is a RELEASE OF LIABILITY which will legally PREVENT me or any other person from filing suit or making any other legal claim for damages in the event of my death or any injury to me. I nevertheless enter into this agreement freely and voluntarily and agree that is binding upon me, my heirs, assigns and legal representatives. I verify that I am at least 18 years of age and have read and understood this document. In consideration of using Schweitzer, I contractually agree that all claims for injury or death shall be governed by the State of Idaho State Law and exclusive jurisdiction shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of Idaho.

If I am signing on behalf of a minor and I accept full responsibility for all expenses incurred as a result of the minor's participation in recreating at Schweitzer. I agree to RELEASE, HOLD HARMLESS, and INDEMNIFY SARS and Schweitzer for any claims brought by or on behalf of my minor child(ren), including negligence claims.

I hereby grant Schweitzer Mountain Resort the right to reproduce my photo in any medium utilized by the resort related to marketing materials including advertisements, brochures, display, web, editorial, or audiovisual use. This release remains in effect until April 30, 2018.

Participant Name

Date _____

Signature

Email address _____

Parent or Guardian Signature (if under 18)

Date _____

THIS IS A LIABILITY RELEASE
PLEASE READ CAREFULLY BEFORE SIGNING