

NAME: \_\_\_\_\_

AGE: \_\_\_\_\_

BIB#: \_\_\_\_\_

GENDER: \_\_\_\_\_

SKIER: \_\_\_\_\_

BOARDER: \_\_\_\_\_

STANCE: \_\_\_\_\_

## FOUR LAKES ALPINE SNOWSPORTS

### WINTER ACTIVITIES/ COMPETITION/TERRAIN PARK RELEASE OF LIABILITY, HOLD HARMLESS, AGREEMENT NOT TO SUE AND INDEMNIFICATION AGREEMENT

#### PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

In consideration of Four Lakes Alpine Snowsports, its employees, officers, owners, directors, affiliates and related corporations (hereinafter "Ski Area"), allowing

PARTICIPANT \_\_\_\_\_

To engage in winter activities, competitions, including, but not limited to Ski Area's skiing and riding in its various forms and use of the terrain park, competition course, it is agreed on behalf of Participant and/or his/her heirs, assigns and representatives (hereinafter collectively "Participant") that:

#### 1. NOTIFICATION OF RISKS

Participant agrees and understands that participation in winter activities, including, but not limited to, the terrain park or competition course is **HAZARDOUS ACTIVITY** (hereinafter "Activity"). Further, Participant recognizes that there are risks including, but not limited to, variations in terrain and surface aerial maneuvers. I recognize that injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly assume and accept any and all risks of property damage or **DEATH** to the Participant while engaged in the Activity. Further, the Participant voluntarily elects to participate in the activity.

#### 2. ASSUMPTION OF RISK

Participant assumes all risks which may be associated with and/or result from my involvement in the Activity, and hereby agree to hold harmless, release, defend and indemnify Ski Area of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including DEATH, that may be sustained by Participant while engaged in the Activity, including, but not limited to, those injuries and damages cause by the negligence and/or breach of warranty, express or implied on the part of Ski Area.

#### 3. RELEASE FROM LIABILITY AND COVENANT NOT TO SUE

In consideration for being permitted to engage in the Activity at the Ski Area, Participant agrees to forever discharge and release from any legal liability and to not sue Ski Area for any injuries or property damage caused by or resulting from the Activity.

#### 4. INDEMNIFICATION

By execution of this Release, the Ski Area shall be indemnified for any injury to the Participant or to other persons caused by the Participant as a result of engaging in the Activity.

## 5. MEDICAL AUTHORIZATION

Participant authorizes the Ski Area/or its authorized personnel to call medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is necessary. Participant agrees that, upon such transport to any medical facility or hospital, the Ski Area shall not have any further responsibility. Further, Participant agrees to pay all cost associated with such medical care and related transportation and indemnify and hold harmless the Ski Area of and from any costs incurred therein.

## 6. FORM SELECTION

Participants contractually agrees that any and all disputes between participant and the Ski Area arising from engagement in the activity, including any claims for personal injury or death, will be governed by the laws of the State of Idaho and exclusive jurisdiction thereof will be in the State Court residing in the county where the alleged tort occurred, or the Federal Courts of the State of Idaho.

## 7. SEVERABILITY AND ENFORCEABILITY

In the event any section of this Release is found to be unenforceable, the terms shall be fully enforceable, and this Release shall be binding to the fullest extent permitted by law.

## 8. PHOTO RELEASE

Four Lakes Alpine Snowsports has my expressed permission to use any photos taken of me this day for the purpose of, but by way of limitation, illustration, promotion and advertising, published and re-published, without any or future compensation to me. All photos, negatives, prints are the sole property of Four Lakes Alpine Snowsports. **INITIAL** \_\_\_\_\_

**PARTICIPANT HAS CAREFULLY READ THE FOREGOING RELEASE OF LIABILITY, HOLD HARMLESS, AGREEMENT NOT TO SUE AND INDEMNIFICATION AGREEMENT, UNDERSTANDS ITS CONTENTS, AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

How did you find out about this event? \_\_\_\_\_

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Print Participant Name

Signature of Participant

Date

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Date of Birth

Age

Email

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Address

City

State

Zip

Telephone#

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Print Parent or Guardian Name  
(if Participant is under 18)

Signature of Parent or Guardian  
(if Participant is under 18)

Date