



## PARK DISTRICT SKI/SNOWBOARD PROGRAM PARTICIPANT'S AGREEMENT

In consideration of Snow Summit Inc. and its employees, agents, subcontractors, officers, owners, directors, affiliates and related corporations, hereinafter "Summit", allowing "Participant" (**PRINT NAME**) \_\_\_\_\_ to participate in winter activities, including but not limited to ski or snowboard lessons and snow sliding in its various forms at Snow Summit, it is agreed on behalf of Participant and for his/her heirs, assigns and representatives, (hereinafter collectively "Participant") that:

### 1. ASSUMPTION OF RISK - Winter Activities

Participant (and Guardian if Participant is a minor) is aware that participation in winter activities generally and particularly **THE SPORT OF SNOW SLIDING IN IT'S VARIOUS FORMS** (including the use of Alpine, Snowboard, Telemark, or Cross-Country equipment; specialized disabled snow sliding equipment; the use of Freestyle Parks, Terrain Features or Half Pipes; any intentional or unintentional jumping at any location; and the use of chairlifts or surface tows) **INVOLVE RISKS OF PROPERTY DAMAGE, INJURY OR DEATH** that no amount of care, caution, instruction or expertise can eliminate. Such dangers include, but are not limited to, variations in terrain and surface conditions, falls, loss of control and collisions with other snow sliders or with natural and man-made objects. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS**, whether they are marked or unmarked, **INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT.**

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INITIALS

### 2. ASSUMPTION OF RISK - Alpine Conditions

In addition to the above risks, Participant (and Guardian if Participant is a minor) understands and accepts that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, sleet, hail and ice, such that **WALKING OR OTHER DAILY ACTIVITIES** may become **DANGEROUS**. **PARTICIPANT** (and Guardian if Participant is a minor) **FREELY ASSUMES ANY AND ALL SUCH RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT.**

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INITIALS

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

In consideration for being permitted to participate in winter activities at Summit, **PARTICIPANT** (and Guardian if Participant is a minor) **AGREES TO FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE SUMMIT** for any injuries or property damage caused by or resulting from any access to Summit's premises or participation in any winter activities, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF SUMMIT'S ALLEGED NEGLIGENCE.**

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INITIALS

**4. INDEMNITY AGREEMENT**

Participant (and Guardian if Participant is a minor) agrees for himself/herself and his/her heirs, assigns and representatives to **INDEMNIFY SUMMIT AND HOLD SUMMIT HARMLESS** from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated any third party or by Participant or by any other person or organization on Participant's behalf, for any and all damages, judgments, costs, loss of services, or expenses, arising from the activities contemplated by this agreement, including but not limited to payment of attorney fees incurred by **SUMMIT**.

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**INITIALS**

**5. MEDICAL CONDITIONS DISCLOSURE AND AUTHORIZATION:**

Participant (and Guardian if Participant is a minor) hereby represents they are physically able to participate in snow sliding activities without any specialized equipment or accommodations and authorizes any medical treatment deemed necessary in the event of any injury occurring while at Snow Summit or Bear Mountain. Participant (and Guardian if Participant is a minor) either has appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

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**INITIALS**

**PARTICIPANT IS AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT HE/SHE IS RELEASING LEGAL RIGHTS FOR HIMSELF/HERSELF AND HIS/HER HEIRS BY SIGNING IT.**

**PARTICIPANT FURTHER EXPRESSLY AGREES THAT THE FOREGOING AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW AND THAT IF ANY PORTION OR PARAGRAPH IS HELD INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.**

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Age

On behalf of myself and on behalf of the Participant herein (required if Participant is a minor), I agree for myself and for Participant to be bound by all terms and conditions of the foregoing agreement, including to **INDEMNIFY AND HOLD SUMMIT HARMLESS** as set forth above.

\_\_\_\_\_  
Signature of Parent, Guardian or Responsible Party if  
Participant is under 18 years of age

\_\_\_\_\_  
Date

\_\_\_\_\_  
Age

Please Print Participant name or if a minor, Responsible Party Name	
Address of Name Above ↑	
City	
State	
Zip	
Telephone No.	