

Mt. Ashland Race/Event Liability Release Agreement

THE BELOW NAMED PARTICIPANT ("PARTICIPANT") UNDERSTANDS THAT SKIING, SNOWBOARDING AND OTHER WINTER ACTIVITIES ("SKIING") CAN BE HAZARDOUS AND THAT INJURIES ARE COMMON WHEN PARTICIPATING IN SUCH ACTIVITIES. PARTICIPANT ACCEPTS AND ASSUMES THE RISKS ASSOCIATED WITH SKIING, INCLUDING, BUT NOT LIMITED TO, CHANGING WEATHER CONDITIONS, VARIATIONS OR STEEPNESS IN TERRAIN, TERRAIN FEATURES AND PARKS, SNOW OR ICE CONDITIONS, SURFACE OR SUBSURFACE CONDITIONS, BARE SPOTS, CREEKS AND GULLIES, FOREST GROWTH, ROCKS, STUMPS, THE USE OF LIFTS, COLLISIONS WITH NATURAL OR MANMADE OBJECTS OR OTHER PERSONS, AVALANCHES, SNOW IMMERSION, EQUIPMENT FAILURE, NO OR DELAYED FIRST AID RESCUE, GROOMING AND SNOWMOBILE EQUIPMENT, LIFT TOWERS AND OTHER STRUCTURES AND THEIR COMPONENTS, FALLING, LOSS OF CONTROL, AND EXCEEDING ONE'S ABILITY. PARTICIPANT HEREBY FREELY AND EXPRESSLY ASSUMES ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY AND DEATH ASSOCIATED WITH SKIING.

IN CONSIDERATION FOR ANY USE OF ANY AREA FACILITIES AND PREMISES, PARTICIPANT HEREBY AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY MT. ASHLAND ASSOCIATION, DBA MT. ASHLAND AND ITS OWNERS, PARTNERS, MEMBERS, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, AFFILIATES, AND RELATED ENTITIES ("MT. ASHLAND") FROM ANY AND ALL CLAIMS BY OR ON BEHALF OF PARTICIPANT AGAINST MT. ASHLAND ARISING DIRECTLY OR INDIRECTLY OUT OF PARTICIPANT'S USE OF THE AREA FACILITIES AND PREMISES. THIS RELEASE INCLUDES CLAIMS AND LIABILITIES ARISING FROM NEGLIGENCE ON THE PART OF MT. ASHLAND, BUT DOES NOT INCLUDE CLAIMS BASED UPON GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT. PARTICIPANT ALSO AGREES TO INDEMNIFY (INCLUDING COSTS AND ATTORNEY FEES) MT. ASHLAND FOR ANY CLAIM BROUGHT ON BEHALF OF ANY MINOR NAMED BELOW.

Oregon law shall govern this agreement and all customer activities related to this agreement. Any legal action filed to interpret or enforce this agreement shall be filed in Jackson County, Oregon Circuit Court.

This RELEASE OF LIABILITY ("Release") shall be binding on and inures to the benefit of all parties and their respective heirs, personal representatives, successors, and permitted assigns. Additionally, this Release shall be binding on all participants on behalf of whom the undersigned is executing this Release, including without limitation, participant(s) under the age of 18 years old ("Minors"). By executing this Release, the undersigned declares under penalty of perjury that they are doing so voluntarily on their own behalf, and, if applicable, the undersigned understands and agrees that if acting on behalf of another person, they are acting as said participant's authorized agent, parent, or legal guardian and the undersigned's signature expressly confirms permission to sign on the other person's behalf and this Release shall be binding upon that person. If the undersigned signs on behalf of another person without their express permission or legal authority, the undersigned understands and agrees that they are committing fraud against the Mt. Ashland Association and agrees to indemnify, defend, and hold harmless Mt. Ashland against any and all damages arising out of said fraudulent act.

**I/WE have read and fully understand all of the terms of this entire document. By signing below, I/we agree that the terms of this document shall be binding upon myself, my family (including parents), my heirs, executors, dependents, beneficiaries, and assigns. This agreement shall remain in full force and effect each and every time that I/WE engage in any activities at Mt. Ashland**

Name (Printed) \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_