

MAMMOTH MOUNTAIN SKI & SNOWBOARD TEAM

Release of Liability and Indemnity Agreement

Please Print Athlete's First and Last Name(s): _____ Age: _____ First and Last Name(s): _____ Age: _____

I acknowledge that the sports of skiing, snowboarding, ski and snowboard racing, and all related activities (collectively, the "sport") can be HAZARDOUS and that I have made a voluntary choice for my child to participate in the sport despite the risks presented. In consideration for my child being permitted to join the Mammoth Mountain Ski & Snowboard Team ("MMSST") or participate in any program it is conducting, I agree on behalf of my child and on my own behalf to **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** which might be associated with or result from his/her participation in the sport or any other recreational activity at Mammoth Mountain Ski Area, June Mountain, or any other area where racing or related activities may occur.

I understand that participation in the sport involves risks including, but not limited to, variations in terrain and snow conditions, surface and subsurface snow conditions, bare spots, bumps, moguls, ice, stumps, forest growth and debris, erosion control devices, rocks, cliffs, steep terrain, avalanches and all other slope hazards and obstacles. I also understand that participation in the sport involves risks posed by loss of control, collisions with other skiers or snowboarders and collisions with natural and man-made objects, including trees, rocks, fences, lift towers, snow making equipment, and over-snow vehicles. Other risks include the risks associated with loading, riding, and unloading ski lifts and using terrain parks, half pipes, rails and other features, using mountain transportation, walking in lodges and parking lots, traveling in the mountains and beyond the ski area boundary, and participating in lessons, races and special events (collectively, "use of the facilities"). I also understand that no helmet can protect the user from all impacts or injury. I further acknowledge that the race program, training, free skiing, and participation with MMSST encompasses a wide variety of risks, which are too numerous to be specifically listed here. Nonetheless, I understand this release is intended to cover all recreational and related activities in which my child may participate as a member of MMSST.

I understand that my child, other members of MMSST, and/or other ski teams will be doing a lot of free skiing during their lunch, after their release time, during races, and at many other times. During ANY TIME that my child is not with the MMSST coaches, I understand and agree that he/she is no longer under MMSST's direct supervision and becomes independent from the MMSST. During such times, he/she is still under the rules and regulations of the ski area and this Agreement, and is reminded to ski in a safe and controlled manner.

In consideration for my child receiving a complimentary lift pass and for being permitted to participate in MMSST activities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Mammoth Mountain Ski Area LLC, Mammoth Mountain Ski & Snowboard Team, the United States of America, Department of Agriculture, United States Forest Service, special event organizers, sponsors, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, landowners, parent and subsidiary companies, affiliated companies, and any other ski areas where events take place (collectively, "Mammoth") for any damage, injury or death to my child or to any other person or property, for injury or death resulting from my child's participation in the sport or use of the facilities, regardless of the cause, including the alleged NEGLIGENCE of Mammoth. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Mammoth for any claims, lawsuits, damages, attorney fees, costs, or judgments arising out of my child's participation in the sport or use of the facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply whenever my child participates in any activities associated with MMSST. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death to my child. Additionally, in the event I file or my child or my legal representative files a claim or a lawsuit related to my child's participation with MMSST, I **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Mammoth for any damages, attorney's fees, and costs arising out of such a claim or lawsuit. With a full understanding of this agreement, I nevertheless enter into it freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns and legal representatives.

I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action related to this Agreement will be brought in the County of Mono, State of California, or alternatively, in a court of competent jurisdiction in the State of California. Any disputes will be subject to and determined under the laws of the State of California.

SIGNATURE OF PARTICIPANT: _____ DATE: _____

Parent/Guardian: Participants under the age of 18 years are required to have a parent or legal guardian read and sign. I represent and warrant that I am the parent and/or legal guardian of the minor(s) listed above.

PRINT NAME OF PARENT/LEGAL GUARDIAN: _____ RELATION: _____

SIGNATURE: _____ DATE: _____

THIS IS A RELEASE OF LIABILITY – DO NOT SIGN UNLESS YOU AGREE TO BE BOUND BY ITS TERMS