

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT (“Agreement”)

For the “Annual” Ski Season-Policy Year starting Nov 1st, 2011

In consideration for myself OR my child participating in the snow ski related activities, **offered by** (alpine ski school / club / org) **Parks Junior Ski Foundation** (“activity”) **I represent that I** OR my child **understand** the nature of this Activity and **I am** OR my child is **qualified**, in good health, and in proper physical condition **to participate** in such Activity. I acknowledge on behalf of myself OR my child that **if I** OR my child **believe** event/Activity **conditions are unsafe** we will immediately discontinue in the Activity.

It is **fully understood that this activity involves risks** of serious bodily injury, including permanent disability, paralysis and/or death, **which may be caused by** my OR my child’s own actions or inactions, **those of others** participating in the Activity, **the conditions** in which the Activity takes place, or the **negligence** of the “releasees” named below, and that there may be other risks either not known to me OR my child, or not readily foreseeable at this time; and **I** OR my child **fully accept and assume all such risks and all responsibility** for losses, costs and damages I OR my child might incur as a result of my OR my child’s participation in the Activity.

I hereby release, discharge and covenant not to sue Parks Junior Ski Foundation, it’s respective administrators, directors, agents, officers, volunteers, and employees, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the Activity takes place (each considered one of the “Releasees” herein), and release and discharge them from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations; and **I further agree** that if, despite this release, waiver of liability, and assumption of risk, that I, or anyone on my behalf OR on behalf of my child, makes a claim against any of the Releasees, **I will indemnify, save and hold harmless** each of the Releasees from any loss, liability, damage or cost which may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, **and intend it to be** a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement/release agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(printed name of participant)

(Address)

Signature of participant OR Parent/Legal Guardian
(if participant/skier is under 18yrs of age)

____/____/____
Date

Phone