

**SQUAW VALLEY WINTER ACTIVITIES
LIABILITY RELEASE AGREEMENT**

Participant's Name: _____ **Age:** _____

READ CAREFULLY BEFORE SIGNING – THIS LIMITS SQUAW VALLEY'S LIABILITY

I understand that winter sports activities and other recreational activities (collectively referred to as "the activities") and participation in the activities can be dangerous and involve the risks of injury and death. I understand and I am aware that these risks include, but are not limited to, loss of control, use of terrain parks and their features, as well as collisions with trees, rocks, lift towers, snowmaking and snowgrooming equipment and their components, snowmobiles, signs, ski area patrol, and other hazards – both man made and natural. I understand and I am aware that these obstacles and other risks are inherent in the activities and also include, but are not limited to, base spots, variations in snow and terrain, including bumps, moguls, ice, terrain park features, stumps, forest growth and debris, rocks and other slope hazards and obstacles. Despite the risks involved, and in consideration of the right to participate in the activities, I **VOLUNTARILY AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with participation in the activities or any use of the facilities at Squaw Valley Ski Area, including, but not limited to, terrain parks and their features, chairlifts, gondolas, Flashed, Cable Car, or other mountain transportation, as well as participation in instruction, racing, special events, and participating in the activities beyond the ski area boundary (collectively referred to as "use of the facilities").

Furthermore, I **AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY**, SQUAW VALLEY SKI CORP., SQUAW VALLEY DEVELOPMENT COMPANY, SQUAW VALLEY PRESERVE, and their owners, employees, agents, landowners and affiliated companies (collectively referred to as "Squaw Valley") for any damage, injury or death to me or my property arising from participation in the activities or use of the facilities, regardless of cause, including any alleged NEGLIGENCE of Squaw Valley

I **UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER**. I understand that this Release of Liability will prevent me or my heirs from filing suit or making any claim for damages in the event of injury or death to me arising out of participation in the activities or use of facilities. Additionally, in the event I, my heirs, the user, my legal representative, or any other person acting on my behalf files a lawsuit arising out of my participation in the activities or any use of the facilities, I **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Squaw Valley for any damages, attorneys' fees, or costs associated with or arising out of such a lawsuit. With a complete and full understanding of this **RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK AGREEMENT**, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns, legal representatives, and any other person acting on my behalf. I also agree to indemnify Squaw Valley for any and all claims brought by a third party which arise from the participant's or my participation in the activities.

I agree that any pass/ticket received in conjunction with this agreement is not transferable, and may only be used by the person to whom it is issued. If I am provided with or renting equipment in connection with the activities or other activity, I accept the equipment "as is" and accept full responsibility for the care of the equipment while it is in the participant's or my possession. I understand and agree that I am responsible for the full replacement value of any equipment not returned, and the participant and I agree to pay for any damage to the equipment that exceeds normal wear and tear.

I grant exclusive permission to Squaw Valley and their agents, clients and assigns to use my name, likeness, and photograph for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration.

If I am signing this Liability Release on behalf of a minor (less than 18 years of age):

- I represent and warrant that I am the parent and/or legal guardian of such minor child ("Child") and that the Child is in good health and there are no special problems associated with the care of the Child;
- I accept responsibility for all the Child's medical expenses incurred in connection with the activities or use of the facilities;
- I agree to indemnify Squaw Valley for any and all claims brought by the Child or any person acting on the Child's behalf; and
- I agree to indemnify Squaw Valley for any and all claims brought by a third party arising in connection with the Child's participation in the activities or use of the facilities.

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 will be brought in the County of Placer, 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: I verify that I am the parent/guardian of the minor. I have authority to enter this agreement on behalf of the minor and I agree to be bound by its terms.

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

SIGNATURE OF PARENT/LEGAL GUARDIAN _____ **DATE** _____