

RELEASE AGREEMENT

Acknowledgement of Risks and Hazards and Agreement Not To Sue

If you are unwilling to assume all the risks associated with all mountain activities, including participation in the IFSA Mt. Baker Junior Regional competition, and use of any Mt. Baker Ski Area facilities, services, and/or equipment, or if this document is altered in any way, you will NOT be authorized to participate in the IFSA Mt. Baker Junior Regional competition.

This RELEASE AGREEMENT pertains to all mountain activities, including participation in the IFSA Mt. Baker Junior Regional competition, and/or use of any and all facilities or services at Mt. Baker Ski Area. NOTE: Mt. Baker Mountain Policies and Guidelines are posted in the Trail Map, at the ski area and on our website: www.mtbaker.us.

PARTICIPANT'S FIRST NAME										LAST NAME									

The participant named in this agreement ("I") agrees and acknowledges that by participating in any mountain activities, including participation in the IFSA Mt. Baker Junior Regional competition, and/or using any Mt. Baker Ski Area facilities or services, **THE PARTICIPANT IS SUBJECT TO THE FOLLOWING RULES AND CONDITIONS OF USE BY MT. BAKER SKI AREA, INC. AND AGREES TO THESE TERMS:**

1. I understand that as a visitor to Mt. Baker Ski Area I will encounter an ever-changing and at times severe mountain environment. **I UNDERSTAND THAT MY SAFETY IS NOT GUARANTEED.**

2. I understand that **IT IS MY RESPONSIBILITY TO BE SAFETY CONSCIOUS AT ALL TIMES, TO RESPECT ALL WARNING SIGNS AND TO USE COMMON SENSE AND ACT RESPONSIBLY** for my own safety and the safety of others while at Mt. Baker Ski Area.

3. I understand that **I MAY BE SERIOUSLY HURT**, including fatal injuries, using the facilities or services of Mt. Baker Ski Area. **I ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED** as a result of my participation in the IFSA Mt. Baker Junior Regional competition and/or use of any Mt. Baker Ski Area facilities or services.

4. **WARNING: RISK OF AVALANCHE.** I understand that while snow safety and avalanche mitigation efforts by Mt. Baker Ski Area help reduce the risk of avalanches, avalanches and snow slides may occur at ski areas, both inside and outside of posted boundaries. **AVALANCHES ARE AN INHERENT RISK OF THE SPORT** due to the characteristics of snow and its variable nature in the ever-changing mountain environment. I understand that I am responsible for becoming educated about snow safety and using this education to reduce the risk of injury or death from avalanches, to myself and/or others through my own actions and awareness. See www.nwac.us, www.avalanche.org and www.deepsnowsafety.org for more information.

5. I acknowledge and fully understand that **SKIING, SNOWBOARDING, and FREERIDE ACTIVITIES ARE ACTION SPORTS CARRYING SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.** I understand the nature of skiing, snowboarding, and freeride activities including riding chair lifts and tows, changing snow conditions, and avalanches. I also know that there are a variety of natural environmental conditions and risks that may cause serious injury or even death and I understand that there may be other risks including those not known to me or not reasonably foreseeable at this time or which might result from my actions or inactions, negligence of others, the condition of the premises, and/or any equipment used. I believe with my experience and capabilities and current physical condition **I AM QUALIFIED TO PARTICIPATE IN SKI, SNOWBOARD, FREERIDE, and/or MOUNTAIN ACTIVITIES AND I HAVE NOT BEEN ADVISED OTHERWISE BY A MEDICAL PROFESSIONAL.**

I understand that the risks involved in this event and related event activities also include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of athletes, equipment, vehicular traffic, actions of other people including, but not limited to participants, volunteers, spectators, coaches, photographers, event officials, event monitors, and/or producers of the event.

6. **I AUTHORIZE AND CONSENT TO ANY FIRST AID**, medical treatment or transport that is deemed appropriate by a Mt. Baker first aid provider acting within the scope of his or her training and may deem advisable.

7. All visitors to the ski area are expected to adhere to **ALL MT. BAKER SKI AREA MOUNTAIN POLICIES and GUIDELINES.** I understand that **VIOLATION** of any of these policies **MAY RESULT IN FINES, SUSPENSION OR REVOCATION OF MY SKIING OR SNOWBOARDING PRIVILEGES AND DISQUALIFICATION FROM THE EVENT WITHOUT REFUND, AND/OR POSSIBLE PERMANENT TRESPASS FROM THE SKI AREA.** Infractions of any of the policies will remain on file and will affect eligibility for future participation in Mt. Baker Events and/or use of Mt. Baker Ski Area facilities or services.

8. I understand and acknowledge the following: **WARNING - SKIING, SNOWBOARDING, and MOUNTAIN ACTIVITIES ARE HAZARDOUS, CARRY SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, AND THE ENTIRE SKI AREA EXISTS IN A HAZARDOUS MOUNTAIN ENVIRONMENT.** Dangers include but are not limited to: Avalanches, sliding or falling snow, bare spots, variation and changes in snow, ice and terrain along with bumps, deep snow, tree wells, creeks, holes, moguls, stumps, forest growth and debris, rocks, cliffs, extreme terrain, risk-creating weather conditions, freestyle terrain, jumps, terrain modifications, equipment including but not limited to lifts and snow machines, collisions with structures, machines or devices and **MANY OTHER HAZARDS EXIST WITHIN THE MOUNTAIN ENVIRONMENT OF THE SKI AREA. SUCH DANGERS ARE RECOGNIZED AND ACCEPTED** whether they are marked or unmarked, on or off the slopes and they may occur without warning. Falls and collisions with other people do occur and **I ASSUME ALL RISKS AS WELL AS THE RESPONSIBILITY TO SKI OR**

SECTIONS 8-21 of 21 ARE CONTINUED ON PAGE 2 OF 2

SNOWBOARD UNDER CONTROL AT ALL TIMES.

9. I understand that helmets, safety equipment, proficiency checks, supervision and/or enforcement of rules **DO NOT AND CANNOT GUARANTEE MY SAFETY.**
10. I understand that part of this event may include **RIDING CHAIR LIFTS or TOWS. I UNDERSTAND THERE ARE INHERENT RISKS AND DANGERS WHEN RIDING CHAIR LIFTS OR TOWS and that WHEN RIDING CHAIR LIFTS OR TOWS IT IS MY RESPONSIBILITY TO BE FAMILIAR WITH PROPER LOADING, RIDING, AND UNLOADING TECHNIQUES, PROCEDURES, AND BEHAVIOR.** I am responsible for maintaining appropriate and safe chair lift and tow riding behavior and practices and assume all the risks associated with loading, riding, unloading, and all activities related to the use of chair lift or tows.
11. I understand that **I MAY BE PHOTOGRAPHED** and I agree to allow any photos, video or film likeness of myself to be used for any legitimate promotional purpose by Mt. Baker Ski Area, Inc.
12. I understand that any instruction or coaching I may receive is a suggestion, and that **I AM THE SOLE JUDGE OF MY ABILITY**, and am responsible for my actions as a skier or snowboarder and during all activities at the ski area. I have made a voluntary choice to participate in these activities despite the risks that they present.
13. **THE USE OF HELMETS IS RECOMMENDED** though this is a personal choice.
14. Mt. Baker Ski Area reserves the right to close any or all facilities or cancel or postpone the event due to circumstances under its control or beyond its control. ie., weather, lack of snow, road closures, etc. **FACILITY, LIFT OPERATION, AND DURATION OF THE EVENT MAY VARY.**
15. I understand **EVENT REGISTRATION IS NOT REFUNDABLE, NOT TRANSFERABLE AND NOT EXCHANGEABLE**, and valid for this designated event only. Anyone forging registration, or participating without proper registration and authorization will be considered a trespasser and subject to fines, disqualification, revocation of all skiing or snowboarding privileges and removal from ski area.
16. I agree that prior to participating, I will **INSPECT TO THE BEST OF MY ABILITY** the competition course, facilities, equipment, and/or terrain to be used. **IF I BELIEVE ANYTHING IS UNSAFE, I WILL IMMEDIATELY NOTIFY THE EVENT DIRECTOR OF SUCH CONDITION(S) AND REFUSE TO PARTICIPATE.**
17. I certify that I will not be under the influence of drugs and/or alcohol during this competition.
18. I also realize that **THIS RELEASE APPLIES TO ALL ACTIVITIES ASSOCIATED IN ANY WAY WITH THIS EVENT**, whether physical or social in nature, including but not limited to pre and post competition activities.
19. I acknowledge that this **RELEASE OF LIABILITY** form will be used by the event holders, sponsors, and organizers, and that it will govern my actions and responsibilities during said event. I hereby assume all of the risks of participating in this event and/or mountain activities.
20. I have read and understand the event rules.

In consideration for **PERMITTING ME TO PARTICIPATE IN THIS EVENT**, I also agree as follows:

21. A) I agree to **RELEASE, INDEMNIFY and HOLD HARMLESS** Mt. Baker Ski Area, Inc., its owners, land owners, directors and officers, employees, sponsors, volunteers, representatives, course workers, attending members of the media and agents ("Mt. Baker") from any and all claims related in any way to participation in this event, or any activities at or use of the Mt. Baker Ski Area and any of its facilities; including any and all claims for death, personal injury, property damage, theft, or actions of any kind, whether caused by negligence or otherwise.

B) I agree to pay any and all legal fees incurred by Mt. Baker which may arise from any claims, actions or lawsuits by or on behalf of myself, my heirs, executors, or administrators.

C) This **RELEASE/INDEMNIFICATION** clause shall be construed broadly to provide **INDEMNITY and RELEASE of LIABILITY** to the maximum extent permissible under applicable law. This **RELEASE AGREEMENT** is governed by the Laws of the State of Washington and venue for any disputes regarding this **AGREEMENT** will be in the Superior Courts of Whatcom County.

SIGN HERE

I certify that I have **READ, UNDERSTAND and ACCEPT** the terms of this Agreement, and I freely accept and assume the risk that I can suffer property damage, financial hardship, illness, severe personal injury or even death by using the Mt. Baker facilities, participating in mountain activities, and/or participating in this event, not only in ways described, but also in ways that are unknown and unexpected, even if I follow instructions or advice. I understand and agree to the purchase terms and policies of this event. I have reviewed a copy of Mt. Baker's Mountain Policies, Your Responsibility Code, Washington State Law RCW 79A.45.030, available on the website, trail map, and/or posted at the ski area and understand and agree to the terms of these policies.

I HAVE REVIEWED THE RISKS, HAZARDS, TERMS, AND POLICIES OUTLINED IN THESE DOCUMENTS. I AGREE NOT TO SUE MT. BAKER.

PARTICIPANT

PRINTED NAME

SIGNATURE

DATE

mo / day / yr

**INTERNATIONAL FREESKIERS & SNOWBOARDERS ASSOCIATION
ASSUMPTION OF RISK AND RELEASE AGREEMENT**

Read Carefully. This is a release of liability and waiver of legal rights.

1. Definitions. The person who is participating or competing in any Activity as defined herein shall be referred to hereinafter as "Participant." The "Undersigned" means only the Participant when the Participant is age 18 or older or it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. "Released Parties" mean **International Freeskiers & Snowboarders Association**, and its board, affiliates, parents, subsidiaries, operators, contractors, successors in interest, insurance carriers, agents, employees, representatives, assignees, officers, directors, owners, members, and shareholders. "Activity" means skiing, snowboarding, training, and racing; and any other activity, event, and competition offered or sponsored by Released Parties.

2. Assumption of Risks and Dangers. The Undersigned understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to: terrain selection; course conditions or layout; negligent supervision; falling; slick or uneven surfaces; surface and subsurface snow conditions; bumps; moguls; ice; variations in terrain; rugged mountainous terrain; downed timber; stumps; forest growth; rocks; debris; marked and unmarked obstacles; man-made objects; lift towers; terrain park features; visibility; collisions; encounters with snowmobiles and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; tree immersion; avalanches; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; mental distress from exposure to any of the above; and negligence of others.

THE UNDERSIGNED ACKNOWLEDGE THAT THE DESCRIPTION OF THE DANGERS AND RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS, INCLUDING, BUT NOT LIMITED TO THE ACTS, OMISSIONS, REPRESENTATIONS, CARELESSNESS, AND NEGLIGENCE OF THE RELEASED PARTIES. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

3. Duties of Participant. The Participant assumes the responsibility of maintaining control at all times while engaging in the Activity. Participant is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Participant warrants and represents that he/she is in good health and is able to participate in the Activity. Participant acknowledges that he/she has the physical dexterity and knowledge to safely load, ride, and unload the lifts. Participant assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Participant may use the ski lifts without an adult present. Participant acknowledges that snowmobiles, snowmaking, snow-grooming equipment and/or other motor vehicles and equipment may be encountered at any time. Participant understands that entering or skiing in a "CLOSED" area is illegal. Participant acknowledges that he/she is responsible for inspecting the course before racing or training.

4. Release and Indemnification: In consideration of the Participant being permitted to participate in the Activity, the Undersigned (a) unconditionally release, forever discharge, and agree not to sue the Released Parties from and for any claims or causes of action for any liability or loss of any nature, including personal injury, death, and property damage, arising out of or relating to Participant's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract the Undersigned may or will have against the Released Parties; and (b) agree to indemnify, defend, and hold harmless the Released Parties from and against any liability or damage of any kind and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Participant's participation in the Activity.

5. Minor Acknowledgment. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor

Participant, signing adults represent that they are a legal parent or guardian of the minor Participant.

6. Medical Care. Undersigned authorize the Released Parties to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in their opinion, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

7. Media. The Undersigned grant Released Parties the absolute and irrevocable worldwide right, license and permission, without any additional cost, to use Participant's name, likeness, image, voice, and audio footage or film (collectively referred to as "Media") obtained during Participant's participation in the Activity. The Undersigned hereby agrees that all right, title, interest and ownership, including copyright, in and to any tangible work in any Media containing Participant's image so obtained shall be owned exclusively by Released Parties. Undersigned understands and agrees that as owner of any such Media, Released Parties shall have the exclusive right to exercise all rights granted under copyright protection relative to the Media. Finally, Undersigned release Released Parties from any and all claims and demands arising out of or in connection with the use of such Media.

8. Miscellaneous. The Undersigned agree: (a) Participant will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction and venue for any claim shall be located in the courts of the State of Colorado; and (c) this agreement shall be binding for the duration Participant's membership in the International Freeskier's & Snowboarders Association and upon the subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant

Signature of Participant

Date

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date

Address

Telephone

Emergency Contact: Printed Name/Relation

Telephone