

Acknowledgement of Risks and Hazards and Agreement Not To Sue

If either the minor or legal guardian are unwilling to assume all the risks associated with all mountain activities and use of Mt. Baker Ski Area and/or any of its facilities, **DO NOT** sign this document, in which case the minor will **NOT** be authorized to participate in a Mt. Baker Instruction Program. If you sign this document, **BUT** make any alterations to it, the minor is **NOT** authorized to participate in a Mt. Baker Instruction Program.

This **RELEASE AGREEMENT** pertains to participation in **ALL** lessons or instruction and/or the use of any and all facilities 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.

This Release Agreement **APPLIES TO BOTH THE PARENT/LEGAL GUARDIAN ("the Legal Guardian") AND THE MINOR PARTICIPANT ("the Minor Participant")** named in this Agreement. The terms "We" and "Our" refer to both the Legal Guardian and the Minor Participant and remain enforceable even if only one Party signs the Agreement.

We agree and acknowledge that by participating in an instruction program and/or any mountain activities at Mt. Baker Ski Area, **WE ARE SUBJECT TO THE FOLLOWING RULES AND CONDITIONS OF USE BY MT. BAKER SKI AREA, INC. AND AGREE TO THESE TERMS:**

1. We understand that as visitors to Mt. Baker Ski Area we will encounter an ever-changing and at times severe mountain environment. **WE UNDERSTAND THAT OUR SAFETY IS NOT GUARANTEED.**

2. We understand that it is **OUR RESPONSIBILITY TO BE SAFETY CONSCIOUS AT ALL TIMES, TO RESPECT ALL WARNING SIGNS, AND TO USE COMMON SENSE AND ACT RESPONSIBLY** for our own safety and the safety of others while at Mt. Baker Ski Area.

3. We understand that **WE MAY BE SERIOUSLY HURT**, including fatal injuries, using the facilities or services of Mt. Baker Ski Area. **WE ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED** as a result of the Minor Participant's participation in an instruction program and/or our use of any Mt. Baker Ski Area facility.

4. **WARNING: RISK OF AVALANCHE.** We 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. We understand that we are responsible for becoming educated about snow safety and using this education to reduce the risk of injury or death to either of us through our own actions and awareness. See www.nwac.us, www.avalanche.org, and www.deepsnowsafety.org for more information.

5. We acknowledge and fully understand that **SKIING AND SNOWBOARDING ARE ACTION SPORTS CARRYING SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.** We understand the nature of skiing and snowboarding activities including riding chair lifts and tows, changing snow conditions, and avalanches. We also know that there are a variety of natural environmental conditions and risks that may cause serious injury or even death and we understand that there may be other risks including those not known to us or not reasonably foreseeable at this time. We believe with the Minor Participant's experience and capabilities and current physical condition **THE MINOR PARTICIPANT IS QUALIFIED TO PARTICIPATE IN SKI, SNOWBOARD, and MOUNTAIN ACTIVITIES AND HAS NOT BEEN ADVISED OTHERWISE BY A MEDICAL PROFESSIONAL.**

6. We **AUTHORIZE AND CONSENT TO ANY FIRST AID**, medical treatment or transport for the Minor Participant that is deemed appropriate by a Mt. Baker first aid provider acting within the scope of his or her training.

7. All visitors to the ski area are expected to adhere to **ALL MT. BAKER SKI AREA MOUNTAIN POLICIES AND GUIDELINES.** We understand that **VIOLATION** of any of these policies **MAY RESULT IN FINES, SUSPENSION OR REVOCATION OF SKIING OR SNOWBOARDING PRIVILEGES AND ENDING PARTICIPATION IN ANY INSTRUCTION PROGRAM 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 Instruction Programs and/or use of Mt. Baker Ski Area facilities.

8. We 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 the **MANY OTHER HAZARDS THAT MAY 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 **WE ASSUME ALL RISKS AS WELL AS THE RESPONSIBILITY TO SKI OR SNOWBOARD UNDER CONTROL AT ALL TIMES.**

9. We understand that helmets, safety equipment, proficiency checks, supervision and/or enforcement of rules **DO NOT AND CANNOT GUARANTEE OUR SAFETY.**

10. We understand that part of an instruction program may include **RIDING CHAIR LIFTS or TOWS.** We understand **THERE ARE INHERENT RISKS AND DANGERS WHEN RIDING CHAIR LIFTS AND TOWS** and that **WHEN RIDING CHAIR LIFTS OR TOWS IT IS OUR RESPONSIBILITY TO BE FAMILIAR WITH PROPER LOADING, RIDING, AND UNLOADING TECHNIQUES, PROCEDURES, AND BEHAVIOR.** We are 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 lifts or tows. We also understand that if the Minor Participant rides a chair lift, he or she may ride the lift with an instructor, with other students, with a member of the public, or alone. We also agree that we will not attempt to ride a chair lift or tow until willing to fully assume all risks associated with loading, riding, and unloading chair lifts and tows.

11. We understand that the **MINOR PARTICIPANT MAY BE PHOTOGRAPHED** and we agree to allow any photos, video or film likeness of the Legal Guardian or the Minor Participant to be used for any legitimate promotional purpose by Mt. Baker Ski Area, Inc.

12. We understand that **PHYSICAL ASSISTANCE IS A NORMAL PART OF SPORTS COACHING** and is often necessary and appropriate to teach a skill, spot a skill for safety, console or congratulate a participant. Such assistance may be part of the coaching the Minor Participant receives as part of this instruction program and either the Minor Participant or the Legal Guardian will notify the coach or instructor if the Minor Participant does not want to receive such assistance.

13. We understand that any instruction or coaching the Minor Participant may receive is a suggestion, and that the **MINOR PARTICIPANT IS THE SOLE JUDGE OF HIS OR HER ABILITY**, and is responsible for his or her actions as a skier/snowboarder and during all activities at the ski area. Information about ability levels is available at the instruction desk and at www.mtbaker.us.

14. **THE USE OF HELMETS IS RECOMMENDED** though this is a personal choice.

15. Mt. Baker Ski Area reserves the right to close any or all facilities or cancel or postpone any instruction program due to circumstances under its control or beyond its control: i.e., weather, lack of snow, road closures, etc. **FACILITY, LIFT OPERATION, AND DURATION OF INSTRUCTION PROGRAMS MAY VARY.**

16. A) The Legal Guardian agrees to **RELEASE, INDEMNIFY and HOLD HARMLESS** Mt. Baker Ski Area, Inc., its owners, land owners, directors and officers, employees, sponsors, and agents ("Mt. Baker") from any and all claims related in any way to participation in an instruction program, 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, financial loss, or actions of any kind, whether caused by negligence or otherwise. The Minor Participant agrees to this clause as permitted by law.

B) The Legal Guardian agrees 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 the Legal Guardian, the Minor Participant, our 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** and/or use of the Mt. Baker Ski Area facilities will be in the Superior Courts of Whatcom County.

We certify that we have **READ, UNDERSTAND and ACCEPT** the terms of this Agreement, and freely accept and assume the risk that we 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 instruction programs, not only in ways described, but also in ways that are unknown and unexpected, even if we follow instructions or advice. We understand and agree to the purchase terms and policies of this instruction program. We 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 trail map and understand and agree to the terms of these policies.

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

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| MINOR PARTICIPANT age 7 & up sign here | PRINTED NAME |
| SIGNATURE | DATE mo / day / yr |
| LEGAL GUARDIAN | PRINTED NAME |
| SIGNATURE | DATE mo / day / yr |