



ALYESKA RESORT

LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT

**THIS RELEASE AND INDEMNITY APPLIES TO EACH AND EVERY EVENT / RACE / ON HILL TRAINING PROGRAM
AT ALYESKA RESORT
FOR THE 2009-2010 SKI SEASON**

NAME OF PARTICIPANT: _____ AGE: _____

ADDRESS: _____ (Please print) CITY: _____ STATE: _____ (ZIP) _____

PHONE #: (H) _____ (W) _____

PLEASE READ CAREFULLY * THIS AGREEMENT LIMITS OUR LIABILITY

If participant is under 18 years of age, participant's parent or legal guardian must initial and sign.

I affirm I am physically fit to participate. I release and discharge Alyeska Resort Management Company and Alyeska Ski Resort L.L.C., jointly, doing business as "Alyeska Resort", their owners, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents (the released parties) from any and all claims, demands, actions and causes of actions, whether for property damage, personal injury, or death, arising from my participation in any aspect of any aspect of the event scheduled to be held at or near Alyeska Resort.

Participant's initials: _____ Parent or Guardian Initials: _____

RELEASE OF LIABILITY: I hereby release Alyeska Resort Management Company and Alyeska Ski Resort L.L.C., jointly, doing business as "Alyeska Resort", their owners, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents (the released parties), from any and all claims, liability, or causes of action of any kind, whether based on **negligence** or otherwise, for property damage, personal injury, or death, arising from or related to the participant's participation in the event scheduled to be held at or near Alyeska Resort. **I understand and agree that I will be participating in an event which will include aerials, jumps, inverted aerials, back flips, twists and turns. I understand that these maneuvers are inherently dangerous and risky and could result in my serious injury or death. I accept this risk and understand the consequences of my actions.**

Participant's initials: _____ Parent or Guardian Initials: _____

INDEMNIFICATION: I hereby agree to indemnify, defend and hold harmless, Alyeska Resort Management Company and Alyeska Ski Resort L.L.C., jointly, doing business as "Alyeska Resort", their owners, parents, affiliated subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents (the released parties), against any claim, liability, or cause of action of any kind, whether based on **negligence** or otherwise, for property damage, personal injury or death, made against the indemnified parties and arising from or related to the participant's participation in any and all or competitive events at or near Alyeska Resort. I accept full responsibility for all medical expenses arising from or related to the participant's participation in any and all events at or near Alyeska Resort.

Participant's initials: _____ Parent or Guardian Initials: _____

COVENANT NOT TO SUE: I hereby covenant and agree I will never bring, authorize to be brought, or otherwise participate in any claim, suit, or cause of action of any kind, whether based on negligence or otherwise, for property damage, personal injury, or death, against Alyeska Resort Management Company and Alyeska Ski Resort L.L.C., jointly, doing business as "Alyeska Resort", their owners, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents (the covenantees), arising from or related to the participant's participation in any and all events at or near Alyeska Resort.

I HAVE READ THE ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AND COVENANT NOT TO SUE. I UNDERSTAND AND AGREE TO THE PROVISIONS.

Date _____ Participant's Signature: _____ Parent or Guardian Signature: _____