

**SQUAW VALLEY WINTER SPORTS ACTIVITIES
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

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

I or my child (collectively, "I," "me," or "my") have voluntarily applied to participate in winter sports activities and/or other recreational activities, including skiing, snowboarding, all other snow sports, racing, ice skating, tubing, special events, and/or instruction, (collectively, "the activities") at Squaw Valley. I understand that my participation in the activities poses risks of INJURY and DEATH to me and/or my property. These risks include, but are not limited to, variations in terrain, variable snow conditions, avalanches, use of rental equipment, loss of control, and encounters or collisions with: trees, rocks, fences, racing gates, finish posts, timing equipment, terrain features (natural or man-made), other participants and/or spectators, snowmaking or snowgrooming equipment and their components, snowmobiles and other over snow vehicles, and all manmade or natural obstacles (padded or not) whether they are obvious or not. These obstacles and other risks also include, but are not limited to, bare spots, bumps, moguls, ice, terrain park features, stumps, forest growth and debris, rocks, subsurface conditions, erosion control devices, and other slope hazards and obstacles, as well as use of terrain parks, halfpipes, rails, and their features. 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 use of the facilities at Squaw Valley, which include, but are not limited to, surface lifts, chairlifts, all other aerial mountain transportation, and participating in the activities beyond the ski area boundary (collectively, "use of the facilities").

I understand that I may encounter various manmade and natural terrain features during participation in the activities or use of the facilities. I further understand that using terrain features may result in my body becoming inverted (either deliberately or involuntarily) and that inverted maneuvers may result in injury or death. I understand that I must inspect the elements and terrain before I ski or ride over them to evaluate the risks and degree of difficulty before participating. I understand that throughout the day snow conditions and terrain features will change.

In consideration for being permitted to participate in the activities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Squaw Valley Ski Corp., Squaw Valley Development Company, Squaw Valley Preserve, Squaw Valley Hospitality, and their owners, investors, officers, directors, managing agents, employees, agents, landowners and all affiliated companies (collectively herein, "Squaw Valley") for injury or death resulting from my participation in the activities or use of the facilities, regardless of the cause, to the fullest extent allowed by law, including the alleged **NEGLIGENCE** of Squaw Valley. I further agree to defend, indemnify and hold harmless Squaw Valley for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my participation in the activities or use of the facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, which includes any time I choose to participate in the activities or use the facilities at Squaw Valley. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death from my participation in the activities. Additionally, in the event I file or my child or my legal representative files a claim or a lawsuit arising out of participation in the activities or the use of the facilities at Squaw Valley, I **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Squaw Valley for any damages, attorney's fees or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns and legal representatives.

I hereby authorize the use and reproduction of my image and/or likeness by Squaw Valley and its authorized representatives, without compensation or restriction, and that any images or video will remain the exclusive property of Squaw Valley. If I am a **PHOTOGRAPHER**, I understand that images I take at Squaw Valley may be used by Squaw Valley at any time.

I understand and agree that this agreement is severable and that if any clause is found to invalid, the balance of the contract will remain in effect, valid, and enforceable. I agree that any action will be brought in Placer County, California, or alternatively, in a court of competent jurisdiction in California. Any disputes will be subject to and determined under the laws of California.

Signature of Applicant _____ Date _____

Prospective applicants under the age of 18 years are required to have a parent or legal guardian read and also sign, verifying that that he/she is the parent and/or legal guardian of the minor, that the minor is in good health, that there are no special problems associated with the care of the Child, and full acceptance of responsibility for all the minor's medical expenses.

Print Name of Parent/Legal Guardian _____ Relation _____

Signature of Parent/Legal Guardian _____ Date _____

THIS IS A RELEASE OF LIABILITY - DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS