

Mt. Shasta Ski Park – 2009/10 Rail Jam Competition

Liability Release, Acknowledgement of Risks and Hazards, Season Pass Conditions of Issuance, and Agreement Not To Sue PLEASE READ CAREFULLY, THIS IS A LEGAL DOCUMENT.

WARNING: Use of Mt. Shasta Ski Park premises, facilities and/or equipment, including skiing, snowboarding, other recreational activities and the use of aerial and surface lifts, are HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control of your physical body, while properly using your equipment, both on the ground and in the air, in variable weather and other conditions. Ski, ride and participate in these activities only within your own ability. Your safety and that of others is directly affected by your judgment in the severe elements of mountain and forest terrain. Be alert to all risks, hazards and dangers at these resorts, including but not limited to: variations in steepness or terrain (whether natural or as a result of slope design snowmaking or grooming operations), including but not limited to jumps, roads and catwalks or other man-made or natural terrain modifications and features including terrain parks, elements and half-pipes; surface or subsurface snow or ice conditions (whether natural or machine-made); bare spots; rocks, trees, stumps and other forms of forest growth or debris; lift towers and components thereof and other ski area components including lights, fences, posts and signs, (all of the foregoing whether above or below snow surface); pole lines and plainly marked or visible snowmaking equipment, other equipment, vehicles and machines including snowmobiles and snow cats; collisions with other participants or other persons (whether as a result of failure to ski, ride or participate in these activities within their own ability or otherwise) or collisions with any of the risks included in this paragraph (whether natural or man-made).

1. **In consideration of my participation in the 2009/10 Rail Jam Competition, I agree to RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS Mt. Shasta Ski Park, its parent, subsidiary and affiliated companies, and their respective agents, officers, directors, owners, contractors, volunteers, employees and insurers (collectively, the "Released Parties") from any and all claims I might bring as a result of physical injury, including death, or property damage sustained in connection with my use of the Released Parties' facilities INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY. I expressly understand that the Released Parties are not responsible for their failure to use reasonable care in any way. I am fully aware of and freely and expressly assume and accept all risks, hazards and dangers associated with using the Released Parties facilities and am fully responsible for any and all damage or injury of any kind that may result from my use of the Released Parties' facilities. I promise not to bring a claim against or sue the Released Parties for any matter relating to my presence at, or use of the Released Parties' facilities and agree that if anyone is physically injured or property is damaged while I am using the Released Parties facilities, I will have no right to make a claim or file a lawsuit against the Released Parties. I also agree to indemnify and defend the Released Parties for any and all claims, including subrogation and/or derivative claims, brought by any third party or insurer, for injury or damage I may cause.**
2. I agree to refrain from reckless skiing, riding or participating in these activities or other misconduct and generally observe "Your Responsibility Code" and other codes of conduct in effect at the resort, acknowledging that my Season Pass may be revoked without refund for inappropriate behavior.
3. I understand that replacement "day tickets" will not be provided to the Season Pass holders who fail to bring their passes to the Mt. Shasta Ski Park; that Season Pass holders shall be charged a \$50 fee for the replacement of lost passes; that Season Passes are nontransferable and nonrefundable, no credits shall be issued for unused season passes; that the length and/or duration of the ski season shall be at the sole discretion of the Mt. Shasta Ski Park and shall be determined by snow, weather and/or market conditions.
4. This document supersedes any other agreements or representations by or between the parties and is governed by the laws of the State of California. I agree that exclusive jurisdiction and venue for any legal action shall be in the courts of Siskiyou County, California, and no other and such courts have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect.
5. I understand that permission to use the Released Parties' equipment, trail system, facilities and premises is being given to the undersigned participant in exchange for the execution of this Liability Release and Agreement Not to Sue. I have read the above paragraphs and fully understand them. I understand that this is a RELEASE OF LIABILITY which will legally prevent me or any other person from filing suit or making any other claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I have made no misrepresentations to Releasees regarding my name, age, or medical condition. I intend this document to be interpreted as broadly as permissible by California law.

For Participants under 18 Years Old: As parent or guardian of the children named below (each, the "Child"), I have authority to enter into this agreement on behalf of the Child. I agree to indemnify, defend and hold harmless the Released Parties for any and all claims whatsoever brought by the Child, and all claims whatsoever brought by any third party, arising in connection with the Child. I acknowledge that I have read and understand this document and am signing it on behalf of the Child, and that the Child and I will be bound by all its terms.

Print Minor Pass Holder's Name

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Print Minor Pass Holder's Name

I HAVE CAREFULLY READ THIS IMPORTANT DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS.

Head of Household / Pass Holder's Name

Signature

Date

Spouse / Pass Holder's Name

Signature

Date