THE SUMMIT at SNOQUALMIE

Battle in the Boneyard Event Dec 7th & 8th, 2019

LIABILITY RELEASE, ACKNOWLEDGMENT OF RISKS & HAZARDS, AGREEMENT NOT TO SUE
PLEASE READ CAREFULLY – THIS IS A LEGAL DOCUMENT

Competitor Name: *(Please Print)*_____ **Age:**_____**Sex:** _____

Address:_____**City/Town:**_____**State:**_____**Zip:**_____

Ski or Snowboard:_____

1. I understand that alpine skiing, snowboarding, snowskating, other competitive and sports activities are HAZARDOUS ACTIVITIES. I understand that alpine skiing, snowboarding, snowskating, and the use of skis, snowboards, snowskates, other equipment and lifts involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in the sports of alpine skiing, snowboarding, snowskating and other activities including but not limited to: variations in terrain (including steepness and other variations, whether natural or as a result of slope or trail design), terrain parks (freestyle terrain, elements, features), surface or subsurface snow or ice conditions (whether natural or machine-made) including hazard from avalanche and/or snow immersion; 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 foregoing whether above or below snow surface); pole lines and plainly marked or visible snowmaking equipment, other equipment, vehicles and machines including snowmobiles and snowcats; collisions with other participants or persons (as a result of failure to ski, ride or participate in these activities within their own ability or otherwise) or collision with any of the risks included in this paragraph (whether natural or man-made). I understand that having a Ski Lifts, Inc. (SLI) employee present does not lessen the amount or severity of the risks of these activities. I understand that SLI is not responsible for my safety. It is further understood that training, racing and competitive participation is more HAZARDOUS than recreational skiing, snowboarding, snowskating, and other activities. Furthermore, I understand that I must keep deliberate and conscious control of my physical body, both on the ground and in the air, while properly using my equipment in variable weather, snow and terrain conditions. Inverted aerial maneuvers and/or somersaulting maneuvers are not recommended in training or competition.
2. I certify I am physically fit and have no medical conditions/allergies that affect my ability to participate in these activities. **Initials:**_____
3. I understand that I must wear a helmet at all times while practicing, training, and/or competing. **Initials:**_____
4. In consideration of being permitted to use *The Summit at Snoqualmie*® facilities and for my or my child's involvement in this event, I agree to RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS Ski Lifts, Inc., Boyne USA, subsidiary and affiliated companies, the U.S. Forest Service, their respective agents, officers, directors, owners, contractors, volunteers, employees, insurers, and real and personal property owners, as well as the equipment manufacturers, distributors and event sponsors (collectively, the "Releasees") from any and all claims I might bring as a result of physical injury, including death, and/or property damage sustained in connection with my or my child's participation in this event, use of the equipment, any other activity at this ski/recreational area and use of *The Summit at Snoqualmie*® facilities INCLUDING CLAIMS BASED ON NEGLIGENCE OR BREACH OF WARRANTY. I am fully aware of and accept all risks, hazards and dangers associated with using the Releasees facilities. I am fully responsible for any and all damage or injury of any kind that may result from my or my child's use of the Releasees facilities. I promise not to bring a claim against or sue, on my behalf and/or on behalf of my child, the Releasees and agree that if anyone is physically injured or property is damaged while I, and/or my child, am using the Releasees facilities, I will have no right to make a claim or file a lawsuit against the Releasees. I also agree to indemnify and defend the Releasees for any and all claims, including subrogation and/or derivative claims, brought by any third party or insurer, for injury or damage I, and/or my child, may cause.
5. **I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEYS FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OF THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.**
6. This document is a legally binding contract and supersedes any other agreements or representations by or between the parties and is governed by the laws of the State of Washington. It shall be interpreted to provide as broad and inclusive a release of liability as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law. I agree that exclusive jurisdiction and venue for any legal action involving parties or issues relating to or arising out of participation in this event and/or this agreement, against the Releasees, shall be in the courts of King County, Washington, and such courts shall 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.
7. I agree with the premise that a participant is a competitor at all times, whether practicing or in competition. I agree the competitor is always provided an opportunity to conduct a reasonable physical and visual inspection of the training or competition course. I agree to physically and visually inspect the course before competing or training. I agree and understand that the competitor will be held to assume the risk of all course conditions including, but not limited to, weather and snow conditions, premises, course construction or layout and obstacles.
8. I hereby grant permission to the Releasees to use my or my child's image(s), picture or other likeness(es), (collectively, "Image"), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.
9. I understand that permission to use Releasee's equipment, trail system 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 Washington law. This Liability Release and all its components shall survive and continue in force beyond the termination of the current event with respect to any liability, injury or damage occurring related to the event and prior to such termination.

Signature (Competitor):_____**Date:** _____

Participant Under 18 Years of Age: As parent or guardian of the child named on this form, I have authority to enter into this agreement on behalf of the Child. I agree to indemnify, defend and hold harmless the Releasees 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's participation in this event, or which arise out of such Child's presence and/or activities on the Releasees premises. I acknowledge that I have read and understand this document and am executing it on behalf of the Child, and that the Child and I will be bound by all its terms.
Participant under 18 years of age, parent/guardian signatures are <u>required</u>.

Signature (Parent/Guardian):_____**Date:** _____

Parent / Guardian contact phone #_____