



**Release of Liability and Indemnity Agreement
Mammoth Mountain Race Department 2011/12 Season**

Participant's Name: _____ Age: _____ Date of Birth: _____

Address: _____

I UNDERSTAND THAT MY PARTICIPATION AND/OR MY CHILD'S PARTICIPATION IN THE SPORTS OF SKIING AND SNOWBOARDING, INCLUDING RACE EVENTS AND PRACTICES (HEREINAFTER COLLECTIVELY REFERRED TO AS THE "SPORT") CAN BE DANGEROUS AND INVOLVE THE RISK OF INJURY AND DEATH. I understand the Sport involves numerous risks including, but not limited to, the risks posed by variations in terrain and snow conditions, surface and subsurface snow conditions, icy or firm snow, unmarked obstacles, thin snow cover, bare spots, bumps, moguls, stumps, forest growth and debris, erosion control devices, rocks, cliffs, steep terrain, deep snow, avalanches and other hazards whether they are obvious or not. I also understand that the Sport involves risks posed by loss of balance, loss of control, falling, sliding, collisions with other skiers or snowboarders and collisions with natural and man-made objects, including trees, rocks, fences, posts, lift towers, snow making equipment, snowmobiles and other over-snow vehicles.

Despite the risks involved in the Sport and in consideration of being allowed to participate in the Sport, **I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with the Sport, including the use of the facilities of Mammoth Mountain, June Mountain, and/or other ski mountains to which I might travel in connection with the Race Department, including, but not limited to, the use of equipment, chairlifts, gondolas, and participation in instruction, racing, special events, and participating in the Sport beyond the ski area boundary (collectively referred to as "Use of the Facilities").

Furthermore, to the fullest extent allowed by law, **I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY MAMMOTH MOUNTAIN SKI AREA, LLC, the UNITED STATES OF AMERICA, DEPARTMENT OF AGRICULTURE, FOREST SERVICE, AND THEIR OWNERS, EMPLOYEES, AGENTS, LANDOWNERS, SPONSORS, AND AFFILIATED COMPANIES** (collectively referred to as "MMSA") for any damage, injury, or death to me arising from participation in the Sport or Use of the Facilities, regardless of cause, including the ALLEGED NEGLIGENCE of MMSA.

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 arising from my participation or my child's participation in the Sport or Use of the Facilities. **I UNDERSTAND THIS IS A RELEASE OF LIABILITY AND AGREE THAT IT IS VALID FOREVER**, and will apply whenever I or my child participate in the Sport or engage in Use of the Facilities. **FURTHER, I UNDERSTAND AND AGREE THAT IF I OR MY CHILD PARTICIPATES IN RACE DEPARTMENT ACTIVITIES AT ANY POINT IN THE FUTURE, THIS SIGNED RELEASE WILL BE VALID AND BINDING UPON ME AND/OR MY CHILD.**

In the event I file or my child or any legal representative files a claim or a lawsuit arising out of my participation or my child's or the user's participation in the Sport or the Use of the Facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Mammoth for any damages, attorney's fees or costs arising out of such a claim or a lawsuit. Additionally, I agree that this release will be admissible into evidence.

I grant exclusive permission to MMSA to use my name, likeness, and photograph for the purpose of publicity, public relations, editorial, or other advertising purposes without restriction as to frequency or duration.

If I am signing this Liability Release on behalf of a minor (less than 18 years of age):

- I represent and warrant that I am the parent and/or legal guardian of such minor child ("Child") and that the Child is in good health and there are no special problems associated with the care of the Child;
- I accept responsibility for all the Child's medical expenses incurred in connection with the Sport or Use of the Facilities;
- I agree to indemnify MMSA for any and all claims brought by the Child or any person acting on the Child's behalf; and
- I agree to indemnify MMSA for any and all claims brought by a third party arising in connection with the Child's participation in the Sport or Use of the Facilities.

In executing this agreement, I declare under penalty of perjury under the laws of the State of California that I am doing so only for myself and/or on behalf of persons for whom I am the parent or legal guardian. In the event I execute this agreement on behalf of another person, and in the event that the other person brings a claim against MMSA, I agree to defend, indemnify and hold harmless MMSA as set forth above. I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in the County of Mono, State of California. Any disputes will be subject to and determined under the laws of the State of California.

SIGNATURE OF PARTICIPANT: _____ DATE _____

Parent/Guardian: I verify that I am the parent/guardian of the Child. I have authority to enter this agreement on behalf of the Child. I agree to be bound by its terms.

PRINT NAME OF PARENT/LEGAL GUARDIAN: _____ RELATION _____

SIGNATURE: _____ DATE _____