

\*RELEASE KEPT ON FILE AT AREA\*

## AGREEMENT OF RELEASE AND INDEMNITY FOR MT. HOOD SKI BOWL, LLC 2011-2012

PLEASE PRINT LEGIBLY. ALL FIELDS ARE REQUIRED.

PARTICIPANT: \_\_\_\_\_ AGE: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

TEAM/GROUP NAME: \_\_\_\_\_ SKIING ABILITY: \_\_\_\_\_ (beginner, intermediate, advanced)

Please read carefully! This is a release of liability and waiver of certain legal rights.

Participant understands that skiing, snowboarding, ski and snowboard racing, snow tubing, snow play, snowmobiling, snowshoeing, event production, competitions, and any other use of Mt. Hood Ski Bowl, LLC's premises and facilities, including training, coaching, officiating, and volunteering (collectively referred to as "Sports Activities") can be hazardous and that injuries are common when participating in Sports Activities. Participant accepts and assumes the risks associated with Sports Activities, including, but not limited to, changing weather conditions, variations and steepness in terrain, terrain features and parks, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, the uses of lifts, collisions with natural or man-made objects or other persons, grooming and snowmobile equipment, lift towers and other structures and their components, falling, loss of control, the setting and location of race courses, and exceeding one's ability. Participant hereby freely and expressly assumes any and all risk of property damage, injury, and death associated with Sports Activities.

In consideration for the participation in any Sports Activities and the use of any other Mt. Hood Ski Bowl, LLC facilities and premises, Participant hereby agrees to release, hold harmless and indemnify Mt. Hood Ski Bowl, LLC and its owners, partners, employees, directors, officers, agents, affiliates, and related entities ("Ski Bowl") from any and all claims by or on behalf of Participant against Ski Bowl arising directly or indirectly out of Participant's participation in any Sports Activities and/or participant's use of Ski Bowl's facilities and premises. This release includes the claims and liabilities arising from any cause whatsoever, including, but not limited to, negligence on the part of Ski Bowl. Participant also agrees to indemnify (including costs and attorneys fees) Ski Bowl for any claim brought on behalf of a minor named in this agreement.

I hereby irrevocably grant and convey to Ski Bowl all right, title and interest in and to record my name, image, voice, statements and/or writings including any and all photographic images and video or audio recordings at Ski Bowl. I further irrevocably grant to Ski Bowl, its advertisers, customers, agents, successors and assigns, unrestricted rights to use the above mentioned sound, still or moving images in any medium, including posting on the internet and word wide web, for educational, promotional, advertising, or other purposes without limitation consistent with the mission of Ski Bowl. I agree that all intellectual property rights to the sound, still or moving images belong to Ski Bowl. I voluntarily waive the right to inspect or approve such images and waive my right to any royalties, proceeds or other benefits derived from such photographs or recordings.

Permission to contact and use e-mail address: I accept and give permission to Ski Bowl and their subsidiaries permission to contact me about future offers, using the contact information I have provided. You may on occasion receive e-mail from Ski Bowl or subsidiaries, but will have the option to opt out of receiving further communications at any time by requesting to be placed on Ski Bowl or subsidiaries do not contact list. Ski Bowl and subsidiaries includes "all of the entities you will market from".

I have carefully read and understood this Agreement and all of its terms. I enter into this Agreement freely and voluntarily and agree that it will be binding upon me, my heirs, assigns, and legal representatives.

PARTICIPANT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ AGE: \_\_\_\_\_  
(Please print legibly)

PARTICIPANT SIGNATURE: \_\_\_\_\_

Parent or guardian of Participant (must be signed by parent or legal guardian if Participant is under eighteen (18) years of age). As parent or guardian of the named Participant, I hereby agree to the indemnity provisions referred to above and I will be responsible for the payment of any medical expenses incurred by this minor.

PARENT OR GUARDIAN NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Please print legibly)

PARENT OR GUARDIAN SIGNATURE: \_\_\_\_\_