

**MT. ASHLAND YOUTH PROGRAMS
RELEASE AND INDEMNITY AGREEMENT**

KIDS TORCHLIGHT PARADE – BAVARIAN NIGHT – FEBRUARY 16, 2019

PLEASE READ CAREFULLY!! THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS.

THE BELOW NAMED PARTICIPANT (“PARTICIPANT”) UNDERSTANDS THAT SKIING, SNOWBOARDING AND OTHER WINTER ACTIVITIES (“SKIING”) CAN BE HAZARDOUS AND THAT INJURIES ARE COMMON WHEN PARTICIPATING IN SUCH ACTIVITIES. PARTICIPANT ACCEPTS AND ASSUMES THE RISKS ASSOCIATED WITH SKIING, INCLUDING, BUT NOT LIMITED TO, CHANGING WEATHER CONDITIONS, SELECTION OF TERRAIN, VARIATIONS OR 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 USE OF LIFTS, COLLISIONS WITH NATURAL OR MANMADE OBJECTS OR OTHER PERSONS, GROOMING AND SNOWMOBILE EQUIPMENT, LIFT TOWERS AND OTHER STRUCTURES AND THEIR COMPONENTS, FALLING, LOSS OF CONTROL, AND EXCEEDING ONE’S ABILITY. PARTICIPANT HEREBY FREELY AND EXPRESSLY ASSUMES ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY AND DEATH ASSOCIATED WITH SKIING.

IN CONSIDERATION FOR THE USE OF ANY AREA FACILITIES, SERVICES, AND/OR PREMISES, ALONG WITH ANY OFF-SITE REGISTRATION OR EVENTS AND THE TRANSPORTATION OF PARTICIPANT TO AND FROM THE PROGRAM PARTICIPANT HEREBY AGREES TO RELEASE, HOLD HARMLESS, AND INDEMNIFY MT. ASHLAND ASSOCIATION, DBA MT. ASHLAND AND ITS OWNERS, PARTNERS, MEMBERS, EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, AFFILIATES, VOLUNTEERS AND RELATED ENTITIES (“MT. ASHLAND”) FROM ANY AND ALL CLAIMS BY OR ON BEHALF OF PARTICIPANT AGAINST MT. ASHLAND ARISING DIRECTLY OR INDIRECTLY OUT OF PARTICIPANT’S USE OF ANY AREA FACILITIES, SERVICES AND/OR PREMISES, ALONG WITH ANY OFF-SITE REGISTRATION OR EVENTS AND THE TRANSPORTATION OF PARTICIPANT TO AND FROM THE PROGRAM. THIS RELEASE INCLUDES CLAIMS AND LIABILITIES ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE ON THE PART OF MT. ASHLAND. PARTICIPANT ALSO AGREES TO INDEMNIFY (INCLUDING COSTS AND ATTORNEY FEES) MT. ASHLAND FOR ANY CLAIM BROUGHT ON BEHALF OF ANY MINOR NAMED BELOW.

If any term set forth in this agreement is determined to be unenforceable for any reason, the parties intend that all other terms of this Agreement shall be enforced.

I have read this agreement and understand its terms.

Participant’s Name : _____

Parent or Guardian Signature: _____ **Date:** _____

Address: _____ **City** _____ **St** _____ **Zip** _____

Home phone: _____ **Work or Cell Phone:** _____

Email Address: _____ **Date of Birth:** _____