



**Liability Release Agreement
Mammoth Mountain Race Department 2010/11 Season**

Participant's Name: _____ Age: _____

~~**READ CAREFULLY BEFORE SIGNING — THIS LIMITS MAMMOTH'S LIABILITY**~~

I understand that the sports of skiing, snowboarding and other recreational activities, including race events and practices (collectively referred to as "the sport"), can be dangerous and involve the risks of injury and death. I understand that these risks include, but are not limited to, loss of control, use of terrain parks and their features, as well as collisions with trees, rocks, lift towers, snowmaking and snowgrooming equipment and their components, snowmobiles, signs, ski area patrons, and other hazards – both man made and natural. I understand and I am aware that these obstacles and other risks are inherent in the sport and also include, but are not limited to, bare spots, variations in snow and terrain, including bumps, moguls, ice, stumps, forest growth and debris, rocks and other slope hazards and obstacles. Despite the risks involved in the sport and in consideration of being allowed to participate in the sport on Mammoth's premises, **I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with the sport and the use of the facilities of Mammoth, 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 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 NEGLIGENCE of MMSA.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER. I understand that this Release of Liability will prevent me or my heirs from filing suit or making any claim for damages in the event of injury or death to me arising out of participation in the sport or use of the facilities. Additionally, in the event I, my heirs, the user, my legal representative, or any other person acting on my behalf files a lawsuit arising out of my participation in the sport or use of the facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS MMSA** for any damages, attorneys' fees, or costs associated with or arising out of such a lawsuit. With a complete and full understanding of this **RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK AGREEMENT**, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns, legal representatives, and any other person acting on my behalf. I also agree to indemnify MMSA for any and all claims brought by a third party which arise from the participant's or my participation in the sport.

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.

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, or alternatively, in a court of competent jurisdiction in the 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 minor. I have authority to enter this agreement on behalf of the minor. I agree to be bound by its terms.

PRINT NAME OF PARENT/LEGAL GUARDIAN: _____ RELATION _____

SIGNATURE: _____ DATE _____