

This is a liability release -- Read carefully before signing

SKI RACING / SNOWBOARD RACING & TRAINING RELEASE & INDEMNITY AGREEMENT

PLEASE PRINT: Name of Race Team (if any) _____

Participant Name _____ Age _____

I acknowledge that skiing/snowboarding, ski/snowboard racing and related activities are **hazardous** activities and that I have made a voluntary choice to participate in such activities despite the risks that they present. In consideration of my being permitted to participate in such activities, I agree to **assume any and all risks of injury or death** which might be associated with or result from my participation in such activities.

IN CONSIDERATION FOR LIFT ACCESS AND USE OF ANY OTHER AREA FACILITIES AND PREMISES, THE PURCHASER OR USER OF THIS LIFT TICKET AGREES TO RELEASE AND INDEMNIFY THE MT. ASHLAND RACING ASSOCIATION (MARA) AND THE MT. ASHLAND ASSOCIATION DBA SKI ASHLAND ("SKI ASHLAND") FROM ANY AND ALL CLAIMS AGAINST MARA OR SKI ASHLAND BY OR ON BEHALF OF THE PURCHASER OR USER OF THIS TICKET. THIS RELEASE INCLUDES CLAIMS ARISING FROM ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE BY MARA, SKI ASHLAND OR THEIR EMPLOYEES, THE INHERENT RISKS OF SKIING, THE USE OF SKI LIFTS, COLLISIONS WITH NATURAL OR MAN-MADE OBJECTS OR OTHER SKIERS, USE OF AREA PREMISES, AND TRAVEL WITHIN OR BEYOND AREA BOUNDARIES.

I, the undersigned, have carefully read and understood this agreement and all of its terms. 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 legal claim for damages in the event of my death or injury. I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns and legal representatives.

PARTICIPANT SIGNATURE _____ **DATE** _____

If I am signing on behalf of a minor, I accept full responsibility for all medical expenses incurred as a result of the minor's participation in the above named activities. I agree to release, hold harmless and indemnify MARA and Ski Ashland for any claims brought by or on behalf of the minor, including costs and attorneys' fees incurred by MARA and/or Ski Ashland.

PARENT OR GUARDIAN SIGNATURE _____
(Parent or legal guardian must sign if participant is under 18 years of age)



Ski Ashland Volunteer Liability Release and Indemnity Agreement

In consideration of my selection as a volunteer and/or the use of a pass and Mt. Ashland's premises, I hereby agree to release from liability and to indemnify and hold harmless the Mt. Ashland Association, DBA Ski Ashland and their directors, officers, sponsors, organizers, owners, agents, landowners, affiliated companies, volunteers and employees ("Ski Ashland") from any and all claims that I may now have or which I may hereafter have for property damage, injury or death arising out of or in any way connected with my participation in ("Ski Ashland") events or related activities. I understand that this Release and Indemnity Agreement shall apply to all claims based upon negligence and any other theory of recovery, except claims based upon willful or intentional misconduct. The undersigned enters into this agreement freely and voluntarily and agrees that it is binding on the undersigned and the undersigned's heirs and legal representatives.

I further agree to indemnify and hold harmless the Mt. Ashland Association and their directors, officers, sponsors, organizers, owners, agents, landowners, affiliated companies, volunteers and employees ("Ski Ashland") from any and all claims and liabilities (including costs and attorney's fees) arising out of or in connections with my participation in all programs, events, activities or actions and use of any equipment or facilities at Ski Ashland.

I also contractually agree that any and all disputes between myself and the ("Ski Ashland") arising from my participation in Ski Ashland's events or related activities or the use of Ski Ashland's premises, facilities or services will be governed by the laws of the State of Oregon and the exclusive jurisdiction thereof shall be in the state courts of the State of Oregon, and the venue for these disputes shall be in Jackson County, Oregon.

I am aware that I am NOT an employee of Ski Ashland. I am aware I am NOT covered under Ski Ashland's Workers Compensation Insurance.

Print Name: _____

Signature: _____

Dated: _____, 20 _____