

MT. BACHELOR SPORTS EDUCATION FOUNDATION, INC. & MT. BACHELOR, INC.
RELEASE AND INDEMNITY AGREEMENT

Participant #1 Name: _____ Participant #2 Name: _____ Participant #3 Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: (_____) _____ Team: _____

SKIER SAFETY ENFORCEMENT CRITERIA

In the discretion of Mt. Bachelor, Inc. or Mt. Bachelor Sports Education Foundation, Inc., violation by the above named participant of the Duties of Skiers on the reverse side of this sheet, violation of partial list of punishable infractions listed below, or any other conduct detrimental to the safety of other skiers, or in violation of the United States Skiing Association Code of Conduct, or the Code of Conduct of Mt. Bachelor Sports Education Foundation, Inc. may result in the loss of all skiing privileges at Mt. Bachelor, Inc.'s facilities, and the loss of all privileges of participation in the programs or events conducted by Mt. Bachelor Sports Education Foundation Inc., and the loss of the participant's lift ticket/season pass without refund.

SUSPENSION

1. Reckless Skiing
2. Disruptive/Rude Behavior
3. Abusive Language
4. Intoxication/Drugs
5. Disregard of Area Rules/Safety Regulations
6. Excess Speed/Jumping

EXPULSION

1. Repeat Offenders
2. Improper Embarking or Disembarking from Ski Lift
3. Reckless Skiing Resulting in Injury or Collision
4. Vandalism
5. Blatant Disregard of Verbal Instructions or Area Rules
6. Fighting
7. Abusive Behavior
8. Skiing in a Closed Area

I UNDERSTAND THAT ALL SAFETY REGULATIONS WILL BE ENFORCED

PARTICIPANT #1 SIGNATURE _____ **GUARDIAN SIGNATURE** _____

PARTICIPANT #2 SIGNATURE _____

PARTICIPANT #3 SIGNATURE _____

RELEASE AND INDEMNITY AGREEMENT

IN CONSIDERATION OF MY PARTICIPATION IN MT. BACHELOR SPORTS EDUCATION FOUNDATION, INC. PROGRAMS AND EVENTS, AND IN CONSIDERATION OF THE USE OF A MT. BACHELOR, INC. PASS AND MT. BACHELOR, INC.'S PREMISES, I AGREE TO RELEASE FROM LIABILITY AND TO INDEMNIFY AND HOLD HARMLESS MT. BACHELOR SPORTS EDUCATION FOUNDATION, INC., MT. BACHELOR, INC. AND ALL RESPECTIVE OFFICERS AND DIRECTORS, OWNERS, AGENTS, LANDOWNERS, AFFILIATED COMPANIES AND EMPLOYEES FROM ANY AND ALL CLAIMS THAT I MAY NOW HAVE OR WHICH I MAY HEREAFTER HAVE FOR PROPERTY DAMAGE, INJURY OR DEATH WHICH I MAY SUFFER OR FOR WHICH I MAY BE LIABLE TO OTHERS. THIS RELEASE APPLIES TO ANY ACTIVITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PARTICIPATION IN THE MT. BACHELOR SPORTS EDUCATION FOUNDATION, INC. PROGRAM, SKIING, SNOWBOARDING, OR ANY OTHER USE OF THE PREMISES AT MT. BACHELOR, INC., FROM THE DATE IT IS SIGNED BELOW UNTIL SEPTEMBER 15TH OF THE FOLLOWING YEAR. 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.

I AGREE THAT ALL DISPUTES BETWEEN MYSELF OR MY CHILD WITH ANY OF THE ENTITIES OR PERSONS INDICATED ABOVE, ARISING FROM MY/OUR PARTICIPATION IN MT. BACHELOR SPORTS EDUCATION FOUNDATION, INC. PROGRAMS AND EVENTS AND/OR THE USE OF A MT. BACHELOR, INC. PASS, 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 DESCHUTES COUNTY, OREGON.

IF ANY PART OF THIS CONTRACT IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON OR IN ANY CIRCUMSTANCE, IT IS INTENDED THAT ALL OTHER TERMS WILL BE ENFORCED IN ALL OTHER CIRCUMSTANCES.

I AGREE AND UNDERSTAND THAT THE MT. BACHELOR SPORTS EDUCATION FOUNDATION, INC. AND MT. BACHELOR, INC. DO NOT PROVIDE MEDICAL INSURANCE FOR MYSELF OR MINORS. MT. BACHELOR SPORTS EDUCATION FOUNDATION, INC. AND MT. BACHELOR, INC. RECOMMEND THAT EACH PARTICIPANT SHOULD MAINTAIN AND/OR PROCURE HIS OR HER OWN MEDICAL INSURANCE.

THE UNDERSIGNED, HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT AND ALL OF ITS TERMS ON BOTH SIDES OF THIS DOCUMENT. THE UNDERSIGNED UNDERSTANDS THIS DOCUMENT WILL PREVENT THE UNDERSIGNED OR THE UNDERSIGNED'S ESTATE FROM RECOVERING DAMAGES FROM MT. BACHELOR, INC., MT. BACHELOR SPORTS EDUCATION FOUNDATION, INC. AND ALL OTHER PERSONS/ENTITIES RELEASED ABOVE.

SEE BACK OF THIS PAGE TO SIGN FOR A MINOR (UNDER 18) AND FOR THE DUTIES OF SKIERS.

PARTICIPANT SIGNATURES _____

PARENT OR GUARDIAN NAME: _____

PARENT OR GUARDIAN SIGNATURE: _____ **DATE:** _____

ATTENTION

The following **Duties of Skiers** and **Assumption of Risk** provisions apply to all skiers, snowboarders and all other snowriders.

DUTIES OF SKIERS

O.R.S. 30.990 REQUIRES US TO NOTIFY SKIERS OF THEIR DUTIES PURSUANT TO O.R.S. 30.985. THE LAW IMPOSES THE FOLLOWING DUTIES ON ALL SKIERS REGARDLESS OF WHAT TYPE OF EQUIPMENT THEY USE. VIOLATION OF ANY OF THE FOLLOWING DUTIES ENTITLES MT. BACHELOR TO WITHDRAW THE VIOLATOR'S PRIVILEGE OF SKIING.

- A. Skiers who ski in any area not designated for skiing within the permit area, assume the inherent risks thereof.
- B. Skiers shall be the sole judges of the limits of their skills and the ability to meet and overcome the inherent risks of skiing and shall maintain reasonable control of speed and course.
- C. Skiers shall abide by the directions and instructions of the ski area operator.
- D. Skiers shall familiarize themselves with posted information on locations and degree of difficulty of trails and slopes to the extent reasonably possible before skiing on any slope or trail.
- E. Skiers shall not cross the uphill track of any surface lift except at the points clearly designated by the ski area operator.
- F. Skiers shall not overtake any other skier except in such a manner as to avoid contact and shall grant the right of way to the other skier.
- G. Skiers shall yield to other skiers when entering a trail or starting downhill.
- H. Skiers must wear retention straps or other devices to prevent runaway skis and snowboards.
- I. Skiers shall not board rope tows, wire rope tows, J-bars, T-bars, ski lifts or other similar devices unless they have sufficient ability to use the device and skiers shall follow any written or verbal instructions that are given regarding the device. Skiers shall request instructions if unfamiliar with any ski lift device before boarding it.
- J. Skiers, when injured in a skiing accident, shall not depart from the ski area without leaving their names and addresses if reasonably possible.
- K. A skier who is injured should, if reasonably possible, give notice of the injury to the ski area operator before leaving the ski area.
- L. Skiers shall not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.

SKIERS ASSUME CERTAIN RISKS

O.R.S. 30.975 PROVIDES THAT AN INDIVIDUAL WHO ENGAGES IN THE SPORT OF SKIING, ALPINE OR NORDIC, ACCEPTS AND ASSUMES THE INHERENT RISKS OF SKIING INSOFAR AS THEY ARE REASONABLY OBVIOUS, EXPECTED OR NECESSARY. INHERENT RISKS OF SKIING INCLUDE, BUT IS NOT LIMITED TO, THOSE DANGERS OR CONDITIONS WHICH ARE AN INTEGRAL PART OF THE SPORT, SUCH AS CHANGING WEATHER CONDITIONS, VARIATIONS OR STEEPNESS IN TERRAIN, SNOW OR ICE CONDITIONS, SURFACE OR SUBSURFACE CONDITIONS, BARE SPOTS, CREEKS AND GULLIES, FOREST GROWTH, ROCKS, STUMPS, LIFT TOWERS AND OTHER STRUCTURES AND THEIR COMPONENTS, COLLISIONS WITH OTHER SKIERS AND A SKIER'S FAILURE TO SKI WITHIN THE SKIER'S OWN ABILITY.

MINOR RELEASE

I HEREBY AGREE TO RELEASE THE MT. BACHELOR SPORTS EDUCATION FOUNDATION, INC., MT. BACHELOR, INC., AND ALL RESPECTIVE OFFICERS, DIRECTORS, OWNERS, AGENTS, LANDOWNERS, AFFILIATED COMPANIES AND EMPLOYEES FROM ANY AND ALL CLAIMS FOR PROPERTY DAMAGE, INJURY OR DEATH WHICH THE MINOR(S) NAMED BELOW MAY SUFFER OR FOR WHICH HE OR SHE MAY BE LIABLE TO OTHERS, IN ANY WAY CONNECTED WITH PARTICIPATION IN MT. BACHELOR SPORTS EDUCATION FOUNDATION, INC. PROGRAMS, SERVICES OR EVENTS, SKIING, SNOWBOARDING AND LIFT RIDING. THIS RELEASE SHALL BE EFFECTIVE FROM THE DATE OF EXECUTION UNTIL SEPTEMBER 15TH OF THE FOLLOWING YEAR. THE RELEASE IS APPLICABLE TO ANY AND ALL CLAIMS BASED UPON NEGLIGENCE, BUT IS NOT APPLICABLE TO CLAIMS BASED UPON INTENTIONAL MISCONDUCT.

I AGREE AND UNDERSTAND THAT THE MT. BACHELOR SPORTS EDUCATION FOUNDATION, INC. AND MT. BACHELOR, INC. DO NOT PROVIDE MEDICAL INSURANCE FOR MYSELF OR MINORS. MT. BACHELOR SPORTS EDUCATION FOUNDATION, INC. AND MT. BACHELOR, INC. RECOMMEND THAT EACH PARTICIPANT SHOULD MAINTAIN AND/OR PROCURE HIS OR HER OWN MEDICAL INSURANCE.

I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT AND ALL OF ITS TERMS.

PARENT OR GUARDIAN (must be signed by parent or guardian if the user is under eighteen (18) years of age).

MINOR NAME: (Please print)

LAST FIRST

MINOR NAME: (Please print)

LAST FIRST

MINOR NAME: (Please print)

LAST FIRST

PARENT OR GUARDIAN NAME: (Please print)

LAST FIRST

RELATIONSHIP : (Please print)

PARENT OR GUARDIAN Signature:

_____ **DATE** _____