

## Schweitzer Mountain Release for Schweitzer Alpine Racing School Race participation 2013-14

### Liability Release and Indemnity Agreement

I acknowledge that skiing, snow boarding, racing, cross country skiing and related activities are HAZARDOUS activities and that I have made a voluntary choice to participate in those activities despite the risks that they present. In consideration of my being permitted to participate in any activity of the Schweitzer Alpine Racing School (SARS), I agree to ASSUME ANY AND ALL RISKS OF INJURY OR DEATH which might be associated with or result from my participation or help with these activities. I understand that lifting, raking and shoveling require physical strength and dexterity and I acknowledge that I have the strength and physical ability to complete those tasks.

I further agree to RELEASE FROM LIABILITY and to INDEMNIFY AND HOLD HARMLESS Schweitzer Ski Operations LLC, the organizers and sponsors of any events, and their owners and agents, landowners, affiliated companies and employees for any damage, injury or death to myself or to any person or property, whether caused by their NEGLIGENCE or for any other reason, in any way connected with my preparation or practice or or my participation in any event or SARS affiliated activities.

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 any injury to me. I nevertheless enter into this agreement freely and voluntarily and agree that is binding upon me, my heirs, assigns and legal representatives. I verify that I am at least 18 years of age and have read and understood this document. In consideration of using Schweitzer, I contractually agree that all claims for injury or death shall be governed by the State of Idaho State Law and exclusive jurisdiction shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of Idaho.

If I am signing on behalf of a minor and I accept full responsibility for all expenses incurred as a result of the minor's participation in recreating at Schweitzer. I agree to RELEASE, HOLD HARMLESS, and INDEMNIFY Schweitzer for any claims brought by or on behalf of my minor child(ren), including negligence claims.

I hereby grant Schweitzer Mountain Resort the right to reproduce my photo in any medium utilized by the resort related to marketing materials including advertisements, brochures, display, web, editorial, or audiovisual use. (Initial here to decline photo use \_\_\_\_\_)

Email address \_\_\_\_\_

Date \_\_\_\_\_

Parent or Guardian Signature (if under 18) \_\_\_\_\_

Participant Name \_\_\_\_\_

Signature \_\_\_\_\_

**THIS IS A LIABILITY RELEASE**  
**PLEASE READ CAREFULLY BEFORE SIGNING**