

**ALPINE MEADOWS SKI RESORT
WINTER SPORTS ACTIVITIES RELEASE OF LIABILITY AND INDEMNITY
AGREEMENT**

I, _____, or my child (collectively referred to as "I" or "my") have voluntarily applied to participate in winter sports activities and/or other recreational activities, including skiing, snowboarding, all other snow sports, racing, special events, instruction, and all activities (collectively referred to as "the activities") at Alpine Meadows Ski Resort. I understand that my participation in the activities poses risks of INJURY and DEATH to me and/or my property. These risks include, but are not limited to, variations in terrain and variable snow conditions, use of ski runs, use of rental equipment, loss of control, encounters or collisions with trees, rocks, fences, racing gates, finish posts, timing equipment, terrain features (natural or man-made), other participants in the activities and/or spectators, snowmaking or snowgrooming equipment and their components, snowmobiles and other vehicles, all manmade or natural obstacles (padded or not) whether they are obvious or not, as well as use of terrain parks, halfpipes, rails, and their features. These obstacles and other risks also include, but are not limited to, bare spots, bumps, moguls, ice, terrain park features, stumps, forest growth and debris, rocks, subsurface conditions, erosion control devices, and other slope hazards and obstacles. Despite the risks involved, and in consideration of the right to participate in the activities, **I VOLUNTARILY AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that might be associated with participation in the activities or any use of the facilities at Alpine Meadows Ski Resort, including, but not limited to, chairlifts, surface lifts, or other mountain transportation, and participating in the activities beyond the ski area boundary (collectively referred to as "use of the facilities").

I further understand that I may encounter various manmade and natural terrain features during participation in the activities or use of the facilities. I further understand that using terrain features may result in my body becoming inverted (either deliberately or involuntarily) and that inverted maneuvers may result in injury or death. I understand that I must inspect the elements and terrain before I ski or ride over them to evaluate the risks and degree of difficulty before participating. I understand that throughout the day snow conditions and terrain features will change. I also agree that I will use a retention device at all times, including while skiing, riding or hiking in the ski area.

In consideration for being permitted to participate in the activities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Alpine Meadows Ski Resort, Alpine Sierra Ventures, LLC, JMA Alpine Manager, LLC, JMA Ventures, LLC, the United States of America, Department of Agriculture, United States Forest Service, and their owners, investors, officers, directors, managing agents, employees, agents, landowners and all affiliated companies (collectively referred to as "Alpine") for injury or death resulting from my participation in the activities or use of the facilities, regardless of the cause, to the fullest extent allowed by law, including the alleged NEGLIGENCE of Alpine. I further agree to defend, indemnify and hold harmless Alpine for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my participation in the activities or use of the facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, which includes any time I choose to participate in the activities or use the facilities at Alpine Meadows Ski Resort. I understand that this RELEASE OF LIABILITY will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death from my participation in the activities. Additionally, in the event I file or my child or my legal representative files a claim or a lawsuit arising out of participation in the activities or the use of the facilities at Alpine, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Alpine for any damages, attorney's fees or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns and legal representatives.

I hereby authorize the use and reproduction of my image and/or likeness by Alpine and its authorized representatives, without compensation or restriction, and that any images or video will remain the exclusive property of Alpine. If I am a **PHOTOGRAPHER**, I understand that images I take at Alpine Meadows may be used by Alpine at any time.

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 Placer, 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 Applicant _____ Date _____

Prospective applicants under the age of 18 years are required to have a parent or legal guardian read and also sign, verifying that both parent/guardian and applicant have read and/or understand the terms of this agreement and will be bound by its terms.

Print Name of Parent/Legal Guardian _____ Relation _____

Signature of Parent/Legal Guardian _____ Date _____