PARTICIPANT

MT. BAKER SKI AREA, INC. 2011-2012

MULTI-WEEK INSTRUCTION PROGRAM

PARTICIPANT RELEASE AGREEMENT

Acknowledgement of Risks and Hazards and Agreement Not To Sue

If you are unwilling to assume all the risks associated with all mountain activities and use of Mt. Baker Ski Area and/or any of its facilities, **DO NOT** sign this document, in which case you will NOT be authorized to participate in a Mt. Baker Instruction Program. If you sign this document, BUT make any alterations to it, you are NOT authorized to participate in a Mt. Baker Instruction Program.

This RELEASE AGREEMENT pertains to use of any and all facilities at Mt. Baker Ski Area.
NOTE: Mt. Baker Mountain Policies and Guidelines are posted in the Trail Map, at the ski area and on our website: www.mtbaker.us.

PROGRAM NAME

The undersigned participant named in this Agreement (and parent/legal guardian if the participant is a minor) agrees and acknowledges that by participating in an instruction program and/or any mountain activities at the ski area, the participant is subject to the following rules and conditions of use by Mt. Baker Ski Area, Inc. and agrees to these terms:

1. I understand that as a visitor to Mt. Baker Ski Area I will encounter an ever-changing and at times severe mountain environment. **I UNDERSTAND THAT MY SAFETY IS NOT GUARANTEED.**

2. I understand that **IT IS MY RESPONSIBILITY TO BE SAFETY CONSCIOUS AT ALL TIMES, TO RESPECT ALL WARNING SIGNS AND TO USE COMMON SENSE AND ACT RESPONSIBLY** for my own safety and the safety of others while at the ski area.

3. I understand that I may be seriously hurt, including fatal injuries, using the facilities or services of Mt. Baker Ski Area. I accept full responsibility for all medical expenses incurred as a result of my participation in an instruction program and/or use of any Mt. Baker facility.

4. All visitors to the ski area are expected to adhere to **ALL MT. BAKER SKI AREA MOUNTAIN POLICIES** and **GUIDELINES**. I understand that **VIOLATION** of any of these policies **MAY RESULT IN FINES, SUSPENSION OR REVOCATION OF MY SKIING OR SNOWBOARDING PRIVILEGES AND ENDING PARTICIPATION IN ANY INSTRUCTION PROGRAM WITHOUT REFUND, AND/OR POSSIBLE PERMANENT TRESPASS FROM THE SKI AREA.** Infractions of any of the policies will remain on file and will affect eligibility for future participation in Mt. Baker Instruction Programs and/or use of Mt. Baker facilities.

5. I understand and acknowledge the following: **WARNING - SKIING, SNOWBOARDING, and MOUNTAIN ACTIVITIES ARE HAZARDOUS AND THE ENTIRE SKI AREA EXISTS IN A HAZARDOUS MOUNTAIN ENVIRONMENT.** Dangers include but are not limited to: Bare spots, variation and changes in snow, ice and terrain along with bumps, deep snow, tree wells, creeks, holes, moguls, stumps, forest growth and debris, rocks, cliffs, extreme terrain, sliding or falling snow, avalanches, risk-creating weather conditions, freestyle terrain, jumps, terrain modifications, equipment including but not limited to lifts and snow machines, collisions with structures, machines or devices and **MANY OTHER HAZARDS EXIST WITHIN THE MOUNTAIN ENVIRONMENT OF THE SKI AREA. SUCH DANGERS ARE RECOGNIZED AND ACCEPTED** whether they are marked or unmarked, on or off the slopes and they may occur without warning. **I ASSUME ALL SUCH RISKS WHILE AT THE SKI AREA.** Falls and collisions with other people do occur and I assume all risks as well as the responsibility to ski or snowboard under control at all times.

6. I understand that helmets, safety equipment, proficiency checks, supervision and/or enforcement of rules **DO NOT AND CANNOT GUARANTEE** my safety.

7. I understand that part of an instruction program may include **RIDING CHAIR LIFTS or TOWS** and I assume the risks associated with riding, loading, unloading and all related activities of riding chair lifts or tows. I also understand that if I ride a chair lift, I may ride the lift with an instructor, with another student, with a member of the public, or alone.

8. Mt. Baker Ski Area reserves the right to close any or all facilities or cancel or postpone any instruction program due to circumstances under its control or beyond its control: i.e., weather, lack of snow, road closures, etc. **FACILITY, LIFT OPERATION, AND DURATION OF INSTRUCTION PROGRAMS MAY VARY.**

9. I acknowledge and fully understand that **SKIING AND SNOWBOARDING ARE ACTION SPORTS CARRYING SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY,** death or property damage. I understand the nature of skiing and snowboarding activities including riding chair lifts and tows. I believe with my experience, capabilities, and current physical condition **I AM QUALIFIED TO PARTICIPATE IN SUCH ACTIVITIES AND I HAVE NOT BEEN ADVISED OTHERWISE BY A MEDICAL PROFESSIONAL.**

SECTIONS 10-19 of 19 ARE CONTINUED ON PAGE 2 OF 2
(ON THE OTHER SIDE OF THIS DOCUMENT)

10. I understand that any instruction or coaching I may receive is a suggestion, and that **I AM THE SOLE JUDGE OF MY ABILITY,** and am responsible for my actions as a skier/snowboarder and during all activities at the ski area.

11. **THE USE OF HELMETS IS RECOMMENDED** though this is a personal choice.

12. I understand that **I MAY BE PHOTOGRAPHED** as a participant of an instruction program and I agree to allow any photos, video or film likeness of myself to be used for any legitimate promotional purpose by Mt. Baker Ski Area, Inc.

13. **I AUTHORIZE AND CONSENT TO ANY FIRST AID**, medical treatment or transport deemed appropriate by a Mt. Baker first aid provider acting within the scope of his or her training.

RENTAL EQUIPMENT USER RELEASE SECTION

14. All rental equipment information I have provided on the program application is true and correct. I have made no misrepresentations to Mt. Baker Ski Area about my height, weight, age or skiing/snowboarding type. I will not use any rental equipment until I understand how the equipment works and have received proper instruction and satisfactory answers to any questions. I understand any rental equipment issued to me is for my use only.

15. I understand that the ski-boot-binding system will release the boot from the ski when certain forces on the system reach preset values, but that it will **NOT RELEASE OR RETAIN** at all times where release or retention may prevent injury, and that it **CANNOT** prevent all injuries or guarantee the user's safety. I understand and agree that unwanted release or retention of bindings is an inherent risk of using any ski-boot-binding system. I further agree and understand that the ski-boot-binding system does **NOT ELIMINATE THE RISK** of injuries or death. If snowboard equipment is being furnished, I understand that these systems normally will **NOT RELEASE** in falls and accidents and that they do **NOT PROTECT** against any type of injury or physical harm.

16. I understand that it is my responsibility to verify the visual indicator settings on the binding system of any equipment issued to me and that my signature on this form or my initials on the Multi-Week Rental Card indicate that I understand and agree with the settings on the equipment provided to me.

17. I agree that I will verify and accept for use, as is, any equipment provided to me. I also accept full responsibility for the care of the equipment while it is in my possession. I furthermore agree to return all rental equipment by the agreed date and time in clean condition to avoid any additional charges.

18. I will be responsible for the replacement, at full retail value, of any equipment rented from Mt. Baker Ski Area in the event of any loss, theft, or damage of any kind, other than reasonable wear and tear, which results while the equipment provided to me is in my possession.

19. A) I agree to **RELEASE, INDEMNIFY and HOLD HARMLESS** Mt. Baker Ski Area, Inc., its owners, land owners, directors and officers, employees, sponsors, and agents ("Mt. Baker") as well as participating or affiliated schools or school districts (if any), the school directors, coordinators, instructors, agents, volunteers and employees as well as the manufacturers and distributors of any rental equipment issued to me and their owners, agents, employees, and affiliated companies from any and all claims related in any way to participation in an instruction program, or any activities at or use of the Mt. Baker Ski Area and its facilities; including any and all claims for death, personal injury, property damage, theft, or actions of any kind, whether caused by negligence or otherwise.

B) I agree to pay any and all legal fees incurred by Mt. Baker which may arise from any claims, actions or lawsuits by or on behalf of myself, "the participant", my heirs, executors, or administrators.

C) This **RELEASE/INDEMNIFICATION** clause shall be construed broadly to provide **INDEMNITY and RELEASE of LIABILITY** to the maximum extent permissible under applicable law. This **RELEASE AGREEMENT** is governed by the Laws of the State of Washington and venue for any disputes regarding this **AGREEMENT** will be in the Superior Courts of Whatcom County.

PARTICIPANT'S PRINTED NAME

I certify that I have READ, UNDERSTAND and ACCEPT the terms of this Agreement, and freely accept and assume the risk that I can suffer property damage, illness, severe personal injury or even death by using the Mt. Baker facilities, participating in mountain activities, and/or participating in instruction programs, not only in ways described, but also in ways that are unknown and unexpected, even if I follow instructions or advice. I agree not to sue Mt. Baker Ski Area, Inc., affiliated schools, or the manufacturers or distributors of rental equipment. I have received a copy of Mt. Baker's Mountain Policies, Your Responsibility Code and Washington State Law RCW 79A.45.030 and understand and agree to the terms of these policies.

PARTICIPANT'S SIGNATURE

Date: