

Pond Skimming and Poker Run / March 17th, 2018
RELEASE OF LIABILITY – READ BEFORE SIGNING

In consideration of being allowed to participate in any way in the event, related events and activities, the undersigned acknowledges appreciates and agrees that:

1. I understand that skiing and snowboarding involve risk of serious injury or death due to causes including but not limited to, loss of control or falling, contact with unexpected snow conditions, collisions, contact with objects and water surface whether above or below the snow surface, natural or man made: Variations in terrain, including but not limited to freestyle terrain elements both natural and manmade, surface or subsurface snow or ice conditions; bare spots, rocks, trees or other forms of forest growth or debris, lift towers or components thereof; utility poles, racing gates constructed of bamboo, fiberglass or other materials, manmade objects, buildings, and snow grooming equipment and other machinery or equipment on the mountain. The risk of injury from the activities involved in this event is significant, including the potential for permanent paralysis and death. While particular rules, equipment and personal discipline may reduce this risk, the risk of serious injury or death does exist; and,
2. With knowledge and appreciation of the risk of injury or death, I nevertheless desire to enroll myself in the event and expressly assume the risk of myself being injured or killed by participating in the event, knowing for myself that it is each skier or rider's sole and individual responsibility to know the range of his or her own ability, to negotiate any course at all times while skiing/snowboarding, to heed all posted warnings, to ski/snowboard only in an area designated by the ski area operator and to refrain from acting in a manner which may cause or contribute to the injury of anyone.
3. I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence of participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, personal representatives and next of kin, HERBY RELEASE AND HOLD HARMLESS the Chewelah Basin Ski Corporation, dba: 49° North Mountain Resort; 49° North Wintersports Foundation, Alpine Developments Group, LLC, East Basin Investments, LLC, Chewelah Peak Investments LLC, and their agents, officers, directors, owners, contractors, volunteers, employees and insurers (COLLECTIVELY, THE "Releasees") the officers, officials, agents and/or employees, other participants sponsoring agencies, sponsors, advertisers and, if applicable, owners and leasers of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____ **Date Signed:** _____
PARTICIPANT'S SIGNATURE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINOR AGE
(UNDER 18 AT TIME OF REGISTRATION)

This is to certify that I, as a parent/guardian with legal responsibility of this participant, do consent and agree to his/her release as provided above, of all the Releasees, and, of myself, my heirs, assigns, and next of kin, I release and agree to **INDEMNIFY AND HOLD HARMLESS** the Releasees from any and all liabilities incident to my minor child's involvement of participating in these programs as provided above, **EVEN IF ARISING FROM THEIR NEGLIGENCE**, to the fullest extent permitted by law.

X _____ **EMERGENCY PHONE NUMBER**
PARENT/GAURDIAN SIGNATURE