



**TAMARACK CROSS COUNTRY SKI PROGRAM
MAMMOTH MOUNTAIN SKI AREA
Liability Release Agreement**



2011- 2012 SEASON

Participant's Name: _____

Age: _____

READ CAREFULLY BEFORE SIGNING - THIS LIMITS YOUR LEGAL RIGHTS

I understand that the sports of skiing, snowboarding, cross country skiing and other recreational activities (hereafter "the sport") can be dangerous and involve the risk of injury and death. Despite the risk involved in the sport and in consideration of the right to participate in the sport. I VOLUNTARY AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH which might be associated with participation in the sport and use of the facilities at Tamarack Cross Country Ski and Snowshoe facilities.

Furthermore, I AGREE NEVER TO SUE AND TO RELEASE FROM LIABILITY MAMMOTH MOUNTAIN SKI AREA, LLC, AND THEIR OWNERS, EMPLOYEES, AGENTS, LANDOWNERS, SPONSORS, AND AFFILIATED COMPANIES (hereafter "collectively referred to as "MMSA") for any damage, injury, or death to me arising from participation in the sport, regardless of cause.

I understand this is a RELEASE OF LIABILITY, which will prevent me or my heirs from filing suit or making any claim for damages in the event of injury or death to me. Additionally, in the event I, my heirs, the user, or my legal representative files lawsuit arising out of my participation in the sport or use of the facilities at MMSA, I AGREE TO DEFEND, IDEMNIFY AND HOLD HARMLESS MMSA for any damages, attorney's fees or costs associated with or arising out of such a lawsuit. With the aforesaid fully understood, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my heirs, assigns, and legal representatives.

I also agree to indemnify MMSA for any and all claims brought by a third party which arise from the participant's or my participation in the sport.

If I am signing this Liability Release on behalf of a minor (less than 18 years of age):

I represent and warrant that I am the parent and/or legal guardian of such Child and that the Child is in good health and there are no special problems associated with the care of the Child;

I accept responsibility for all the Child's medical expenses incurred in connection with the sport;

I agree to indemnify MMSA for any and all claims brought by the Child; and

I agree to indemnify MMSA for any and all claims brought by a third party arising in connection with the Child's participation in the sport.

I understand and agree that this agreement is severable and that if any clause is found to be invalid the balance of this contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in the State of California, Mono County. Any and all disputes will be subject to and determined under the laws of the State of California, Mono County.

SIGNATURE OF PARTICIPANT: _____ **DATE** _____

Parent/Guardian: I verify that I am the parent/guardian of the minor. I have authority to enter this agreement on behalf of the minor. I agree to be bound by its terms.

PRINT NAME OF PARENT/LEGAL GUARDIAN: _____ **RELATION** _____

SIGNATURE: _____ **DATE** _____