

RELEASE OF LIABILITY-MOUNTAIN HIGH RESORT GROUP PROGRAMS 2016/2017

**Assumption of Risk:** As an identified participant and as user of the Mountain High Resort area and surrounding premises thereof, the user agrees and understands participation in Winter Sports School Lessons are forms of alpine activities . User understands that **ALL** forms of alpine activities, including but not limited to **THE SPORT OF SNOW SLIDING IN ITS VARIOUS FORMS**, the associated use of surface or aerial lifts, are **HAZARDOUS ACTIVITIES** involving exposure to inherent and other risks of injury, death or property damage or economic loss. Your child’s Safety and the safety of others may be directly affected by his/her judgment. Use of manmade t errain, including rails or boxes require additional skills and each participant is at a higher risk of injury and or death, **ALL** participants are given the opportunity to inspect any terrain feature and terrain areas prior to any use. Despite the risk involved in alpine activities and in consideration of the right to have my Child participate in the Winter Sports School Lesson or group programs and the use of the facilities at Mountain High, I, voluntarily on behalf of myself and/or as the parent or guardian of the minor child identified herein, **ACCEPT AND ASSUME ALL RISKS OF INJURY OR DEATH, OR PROPERTY DAMAGE** that might be associated with or result from these activities.

**Additionally,** I have the legal right and or permission of the legal parent to enter into this agreement on behalf of the minor child identified herein. \_\_\_\_\_ Initial

**The** risks include, but are not limited to, continually changing weather conditions and visibility, surface and sub -surface snow or ice conditions, design and conditions of natural or man -made terrain features that may exist throughout the area on any open trail, variations in terrain, moguls, bare spots, rocks, ruts, stumps, trees, lift towers, snowmaking equipment, poles, ropes, posts , grooming vehicles, snowmobiles, manmade rails, other terrain apparatus, uneven or slippe ry conditions, which may be present on roads, parking lots, walkways, and any other areas exposed to the elements of nature and are subject to the deposit, melting and re freezing of snow, rain, sleet, ice, such that walking or other daily activities may b ecome dangerous, *collisions with other participants* and the failure to ski or board within one’s own ability. “Inherent and other risks exist for those who are in the process of approaching, loading, and unloading from aerial or surface lifts.” **I, or in behalf of my child do recognize** these risks. We **VOLUNTARILY ACCEPT AND ASSUME ALL RISKS OF INJURY OR DEATH, OR PROPERTY DAMAGE** that might be associated with or result from any of these voluntary activities.

**Release of Liability:** To the fullest extent allowed by law, I on behalf of myself and/or as the parent or guardian of the minor child identified herein, agree **to HOLD HARMLESS and INDEMNIFY, and RELEASE FROM LIABILITY** Mountain High Resort Associates, L.L.C., and promise not to bring a claim or suit against, its parent company, owners, officers, directors, agents, employees, and landowners for any personal injury, death, or property damage resulting from participation in the sporting activity or use o f the resort facilities, whether caused by **NEGLIGENCE** or by any other reason. I understand that this release of liability applies for the entire 2016/2017 ski/board season or till June 30, 2017.

I understand and agree that this agreement is intended to be as broad and inclusive as is permitted by law, and if any portion is held invalid, the balance shall continue in full legal force and effect. I further agree that any claim that I may bring a t any time for any reason against the releases be submitted to the jurisdiction of the Courts of Los Angeles County North District, and none other, and shall be governed by the Laws of the State of California. I have made no misrepresentations to persons or staff at Mountain High Resort, including, but not limited to, name or age.

**I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ, UNDERSTOOD AND ACCEPTED EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY WHICH MAY LEGALLY PREVENT ME OR ANY OTHER PERSON FROM FILING SUIT, OR MAKING OTHER CLAIMS FOR DAMAGES, IN THE EVENT OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE. I HAVE FREELY AND VOLUNTARILY SIGNED THE AGREEMENT IN EXCHANGE FOR PARTICIPATION IN ACTIVITIES ASSOCIATED WITH MOUNTAIN HIGH WINTER SPORT SCHOOLOR ANY OTHER ACTIVITIES AT OR ON MOUNTAIN HIGH RESORT PROPERTY.**

I have read and understand the above statements and I do read/understand English. \_\_\_\_\_(Initial)

\_\_\_\_\_  
Parent/Guardian Signature

Date \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian Name (Print Clearly)

\_\_\_\_\_  
Child’s Name (Print Clearly)

\_\_\_\_\_  
Parent/Guardian Contact Phone Number