

# MAMMOTH MOUNTAIN SKI & SNOWBOARD TEAM

## Release of Liability and Indemnity Agreement

Please Print Athlete's First and Last Name(s): \_\_\_\_\_

Age: \_\_\_\_\_

First and Last Name(s): \_\_\_\_\_

Age: \_\_\_\_\_

I acknowledge that my child's participation in the Mammoth Mountain Ski and Snowboard Team (the "MMSST") will include a number of activities, both recreational and instructive, that can be HAZARDOUS, including activities both on snow and off snow. These activities are too numerous to list, but include, without limitations, the activities listed on the reverse of this page (collectively, the "Sports and Activities"). I have made a voluntary choice for my child to participate in the Sports and the Activities despite the risks presented. In consideration for my child being permitted to join the MMSST or participate in any program it conducts, I agree on behalf of my child and on my own behalf to **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** which might be associated with or result from his/her participation in the Sports and the Activities at Mammoth Mountain Ski Area, June Mountain Ski Area, or any other place where racing, instruction, or related activities may occur.

I understand this release is intended to cover all recreational, instructional, and related activities in which my child may participate as a member of MMSST. I understand that participation in the Sport and the Activities involves on-snow risks which are too numerous to spell out, but include, without limitation, variations in terrain and snow conditions, surface and subsurface snow conditions, bare spots, bumps, forest growth, erosion control devices, rocks, cliffs, avalanches and all other slope hazards and obstacles. I also understand that participation in the Sport and the Activities involves off-snow risks which are too numerous to spell out, but include, without limitation, variations in road surfaces, vehicles, pedestrians, other athletes, equipment failure, drowning, etc.. I also understand that participation in the Sport and the Activities involves risks posed by loss of control, collisions with others and collisions with natural and man-made objects, including trees, rocks, fences, lift towers, snow making equipment, over-snow vehicles, and vehicles. Other risks include the risks associated with loading, riding, and unloading ski lifts and using terrain parks, half pipes, rails and other features, using mountain transportation, walking in lodges and parking lots, traveling in the mountains and beyond the ski area boundary, and participating in lessons, races and special events (collectively, "Use of the Facilities"). I also understand that no helmet or protective gear can protect the user from all impacts or injury.

I understand that my child may engage in inverted maneuvers both on and off-snow, and may engage in biathlon training and races, which may include target shooting and the use of laser and live fire rifles.

I understand that my child, other members of MMSST, and/or other ski teams will be doing a lot of free skiing and other activities during their lunch, after their release time, during races, and at many other times. During ANY TIME that my child is not with the MMSST coaches, I understand and agree that he/she is no longer under MMSST's direct supervision and becomes independent from the MMSST. During such times, he/she is still under the rules and regulations of the Ski Area and this Agreement, and is reminded to act in a safe and controlled manner.

In consideration for my child receiving a complimentary lift pass and for being permitted to participate with MMSST in the Sport and the Activities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Mammoth Mountain Ski Area LLC, Mammoth Mountain Ski & Snowboard Team, the United States of America, Department of Agriculture, United States Forest Service, special event organizers, sponsors, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, landowners, parent and subsidiary companies, affiliated companies, and any other ski areas or participating facilities where events take place (collectively, "Mammoth") for any damage, injury or death to my child or to any other person or property, for injury or death resulting from my child's participation in the Sport and the Activities or Use of the Facilities, regardless of the cause, including the alleged NEGLIGENCE of Mammoth. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Mammoth for any claims, lawsuits, damages, attorney fees, costs, or judgments arising out of my child's participation in the Sport and the Activities or Use of the Facilities.

**I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER**, and will apply whenever my child participates in the Sport and the Activities associated with MMSST. 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 to my child. Additionally, in the event I file or my child or my legal representative files a claim or a lawsuit related to my child's participation with MMSST, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Mammoth for any damages, attorney's fees, and costs arising out of such a claim or lawsuit. With a full understanding of this Agreement, I nevertheless enter into it freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns and legal representatives.

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 related to this Agreement will be brought in the County of Mono, State of California,. Any disputes will be subject to and determined under the laws of the State of California.

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ DATE: \_\_\_\_\_

Parent/Guardian: Participants under the age of 18 years are required to have a parent or legal guardian read and sign. I represent and warrant that I am the parent and/or legal guardian of the minor(s) listed above.

PRINT NAME OF PARENT/LEGAL GUARDIAN: \_\_\_\_\_ RELATION: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**THIS IS A RELEASE OF LIABILITY – DO NOT SIGN UNLESS YOU AGREE TO BE BOUND BY ITS TERMS**

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**EXAMPLES OF MMSST SPORTS AND ACTIVITIES**

(This list contains examples and is provided by way of example and without limitation)

**On-Snow Sports and Activities:**

Alpine Skiing  
Nordic Skiing  
Snowboarding  
Sledding / Tobogganing / Tubing  
High Speed Skiing  
Jumping (natural and man-made features)  
Steep Terrain  
Off-piste Terrain  
Gate Training  
One Ski Skiing  
Telemark Skiing  
Being Towed by Snowmobiles  
Snowcat Skiing  
Biathlon (including laser and live-fire target shooting)  
Airbags

**Off-Snow Sports and Activities:**

Trampoline Training  
Roller Skiing  
Roller Blading or Skateboarding  
Running, including Trail Running  
Road and Mountain Biking  
Plyometrics  
Water Activities (including swimming, rafting, canoeing, kayaking, and paddle boarding)  
Camping, Hiking and Backpacking  
Equestrian Activities  
Exercise Classes and use of Exercise Equipment  
Weightlifting  
Yoga Stretching  
Trail Work (Forest Stewardship)  
Competitive Events  
Rock Climbing and Bouldering  
Foam Pits  
Airbags  
Ziplines and Bungee Trampolines  
Rope Climbing