

**LOUP LOUP SKI EDUCATION FOUNDATION
RELEASE AND INDEMNITY AGREEMENT**

Participant Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: (_____) _____ Cell Phone: (_____) _____ Team Program: _____

SKIER SAFETY ENFORCEMENT CRITERIA

In the discretion of Loup Loup Ski Education Foundation (LLSEF), violation by the above named participant of the Duties of Skiers, violation of partial list of punishable infractions listed below, or any other conduct detrimental to the safety of other skiers, or in violation of the Unites States Skiing Association Code of Conduct may result in the loss of all skiing privileges and participation in the programs or events conducted by LLSEF, and the loss of the participant's lift ticket/season pass without refund.

SUSPENSION

1. Reckless skiing
2. Disruptive/Rude behavior
3. Abusive language
4. Intoxication/drug use
5. Excess speed/jumping

EXPULSION

1. Repeat offenders
2. Reckless skiing resulting in injury
3. Vandalism
4. Blatant disregard of rules
5. Fighting
6. Abusive behavior
7. Skiing in a closed area

I UNDERSTAND THAT ALL SAFETY REGULATIONS WILL BE ENFORCED

PARTICIPANT SIGNATURE _____

PAREN OR GUARDIAN SIGNATURE _____

RELEASE AND INDEMNITY AGREEMENT

In consideration of my participation in LLSEF programs and events, and in consideration of host ski area, I/we agree to release from liability and to indemnify and hold harmless LLSEF and the respective officers and directors, owners, agents, landowners, affiliated companies and employees from any and all claims that I/we may now have or which I/we may hereafter have for property damage, injury or death which I/we may suffer or for which I/we may be liable to others. This release applies to any activities arising out of or in any way connected with my/our participation in the LLSEF program, skiing, or any other use of the premise of host area. This release and indemnity agreement shall be effective from the date of execution until September 15th of the following year. This release and indemnity agreement applies to all claims based upon negligence and any other theory of recovery, except claims based upon willful or intentional misconduct.

I/we also contractually agree that all disputes between myself or my child and any of the person released from liability above arising from my/our use of LLSEF facilities or services, including any claimants for personal injury, death or property damage will be governed by the laws of the state of Washington and the exclusive jurisdiction thereof shall be in the state courts of the state of Washington, and the venue for these disputes shall be in Okanogan County, Washington.

If any part of the contract is determined to be unenforceable for any reason or in any circumstance, it is intended that all other terms will be enforced in all other circumstances.

The undersigned have carefully read and understand this agreement and all of its terms. The undersigned understands this document will prevent the undersigned or the undersigned's estate from recovering damages from LLSEF or other persons/entities released above.

Participant's signature

Date

Parent/Guardian's signature

Date

ATTENTION SKIERS/SKIERS' DUTIES

The law imposes the following duties on all skiers regardless of what type of equipment they use. Violation of any of the following duties entitles LLSEF to withdraw the violator's privilege of skiing.

- A. Skiers who ski in any area not designated for skiing within the permit area, assume the inherent risks thereof.
- B. Skiers shall be the sole judges of the limits of their skills and the ability to meet and overcome the inherent risks of skiing and shall maintain reasonable control of speed and course.
- C. Skiers shall abide by the directions and instructions of the ski area operator.
- D. Skiers shall familiarize themselves with posted information on locations and degree of difficulty of trails and slopes to the extent reasonably possible before skiing on any slope or trail.
- E. Skiers shall not cross the uphill track of any surface lift except at the points clearly designated by the ski area operator.
- F. Skiers shall not overtake any other skier except in such a manner as to avoid contact and shall grant the right of way to the other skier.
- G. Skiers shall yield to other skiers when entering a trail or starting downhill.
- H. Skiers must wear retention straps or other devices to prevent runaway skis/snowboards.
- I. Skiers shall not board rope tows, wire rope tows, J-bars, T-bars, ski lifts or similar devices unless they have sufficient ability to use the device and skiers shall follow any written or verbal instructions that are given regarding the device. Skiers shall request instructions if unfamiliar with any ski lift device before boarding it.
- J. Skiers, when injured in a skiing accident, shall not depart from the ski area without leaving their names and addresses if reasonably possible.
- K. A skier who is injured should, if reasonably possible, give notice of the injury to the ski area operator before leaving the ski area.
- L. Skiers shall not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.

Skiers Assume Certain Risks

An individual who engages in the sport of skiing, alpine or Nordic, accepts and assumes the inherent risks of skiing insofar as they are reasonably obvious, expected or necessary. Inherent risks of skiing include, but is not limited to, those dangers or conditions which are an integral part of the sport, such as changing weather conditions, variations of steepness in the terrain, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, lift towers and other structures and their components, collisions with other skiers and a skier's failure to ski within the skier's own ability.

MINOR RELEASE

I hereby agree to release the LLSEF and all respective owners, landowners, directors, agents and employees from any and all claims for property damage, injury or death which the minor named below may suffer or for which he or she may be liable to others, in any way connected with the LLSEF programs or services, skiing or lift riding. This release shall be effective from the date of execution until September 15th of the following year. This release is applicable to any claims based upon negligence or any other legal theory of recovery, except intentional misconduct.

PARENT OR GUARDIAN (must be signed by parent or legal guardian if skier is under eighteen (18) years of age).

MINOR's NAME (please print)

LAST FIRST

PARENT/GUARDIAN (please print)

LAST FIRST

RELATIONSHIP (please print)

PARENT/GUARDIAN signature

_____ Date _____