

Sun Valley Ski Club Race at Sun Valley Company March 20, 2021

Competitor/Volunteer's Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Age: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

Zip: \_\_\_\_\_ Phone: \_\_\_\_\_ Emergency Contact Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**RELEASE & INDEMNITY AGREEMENT – READ CAREFULLY BEFORE SIGNING –**

**I, the undersigned, and if I am a person under 18 years of age, my parent or legal guardian and I (hereafter "I") understand that my participation in the Sun Valley Ski Club Race at Sun Valley Company March 20, 2021 ("Event") involves SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, PROPERTY DAMAGE OR EVEN DEATH. The risks include but are not limited to NATURAL, MAN MADE, AND ENVIRONMENTAL CONDITIONS AND RISKS, including falls, changing weather and snow surface conditions, snow making and grooming equipment, variations in steepness or terrain, variations in natural and man-made obstacles, jumps, structures, rails, pipes, equipment failure, collisions with objects, structures, other people or equipment, negligence of others and exceeding my own abilities, which may cause severe or even fatal injuries.**

In consideration of participation in the Event and use of Sun Valley Company facilities, I agree to the following:

1. I expressly agree to assume all risks of personal injury, death, falls, accidents, and/or property damage, **including those resulting from any negligence of Sun Valley Company and its parent, subsidiary, brother, sister, and other closely-related affiliate companies, and its and their officers, directors, employees, agents, successors, assigns, and the sponsors of the Event (hereinafter collectively "Sun Valley Company").**
2. **Release & Indemnity.** To the fullest extent allowed by law, I agree to forever release Sun Valley Company from any and all claims for injuries, death, losses, and damages resulting in any way from my participation in the Event, skiing/snowboarding, use of lifts or base lodges, **BEING TOWED UP THE HILL VIA A SNOWMOBILE**, my participation in this Event's training, practice, or competitions, including any negligence on the part of Sun Valley Company. My release includes all claims regarding the design, maintenance, manufacture, or conditions of Event site, course, structures or equipment utilized in the Event, express or implied warranties, product liability and the negligence of Sun Valley Company. To the fullest extent allowed by law, I agree to indemnify and hold Sun Valley Company harmless from all claims, damages or injuries in any way related to my participation in the Event, skiing/snowboarding, products liability or use of any facilities at Sun Valley Company, including breach of this Release, and will reimburse Sun Valley Company attorney's fees and costs, even if Sun Valley Company was negligent.
3. I agree that no lawsuit will be filed by me or on my behalf against Sun Valley Company as a result of my participation in this Event or for any injuries or damages that I sustain even if Sun Valley Company was negligent. I understand that this is a contract, which limits my legal rights binding upon my heirs and my legal representatives. If portions of this Release are invalid, the remaining portions will remain intact and enforceable. Any lawsuits concerning my participation in the Event or this release must be brought in Blaine County District Court, or Federal Court for the State of Idaho. This Release shall be effective for all days of the Event and any training days.
4. I agree to conduct a careful inspection of any runs, superpipes, course or facility used by me in the Event or training before any practice, training, or competition. I agree that I am solely responsible for my safety and responsible for utilizing and maintaining the equipment necessary for my participation.
5. I represent and agree that I am physically, mentally and emotionally able to participate in the Event and that Sun Valley Company may, without compensation or reimbursement, revoke my participation for failure to follow this agreement and instructions from Sun Valley Company. I shall accept and abide by the rules and regulations of this Event, including wearing safety equipment. I am responsible for providing for myself all equipment required for my participation in the Event.
6. I understand that inverted aerials and maneuvers are not recommended and agree to perform only aerials or maneuvers that are appropriate for my skill level and with which I have extensive experience.
7. I irrevocably grant and agree that Sun Valley Company shall have the right to use, air, publish or reproduce photographs, video and/or pictures of my name, image and likeness for any lawful purpose.
8. **I HAVE READ, UNDERSTOOD AND VOLUNTARILY SIGNED THIS RELEASE OF LIABILITY.**

Signature of Competitor/Volunteer: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

**Competitors/Volunteers under the age of 18 are required to have a parent or legal guardian read and counter-sign this agreement.**

Persons under the age of 18 ("Minor") are required to have an authorized parent or legal guardian (hereinafter "Parent") read and sign this Agreement. **To the fullest extent allowed by law, the Parent individually and on behalf of the Minor has read, understood, and expressly agrees to all of the terms of this Agreement. The Parent agrees and acknowledges Parent's and Minor's express assumption of risk, release of liability, indemnity and covenants not to sue Sun Valley Company including for negligence.** The Parent agrees to make all decisions concerning the Minor's participation, use of the area and involvement in this Event. The Parent releases all rights or claims including wrongful death damages and agrees to indemnify Sun Valley Company for any other Parent's claims. The Parent agrees to pay all medical bills incurred by the Minor and waives all rights of subrogation against Sun Valley Company.

Signature of Parent/Legal Guardian: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Printed Name: \_\_\_\_\_