

BELLINGHAM WINTER RIDE PROGRAM

A program of the **KOMO KULSHAN SKI CLUB**, a WA non-profit corporation and a 501(c)(3) organization

RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

This Release Agreement applies to both the Parent/Legal Guardian ("the Legal Guardian") and the Minor participant ("the Minor Participant") named in this Agreement. The terms "We" and "Our" refer to both the Legal Guardian and the Minor Participant and remain enforceable even if only one Party signs the Agreement. **If you refuse to sign this Agreement OR sign this Agreement BUT make any alterations to it, the Minor Participant is NOT authorized to participate in the Bellingham Winter Ride Program ("BWR").** The Minor Participant agrees to this **RELEASE** as permitted by law.

We agree and acknowledge that by participating in the Bellingham Winter Ride Program ("BWR"), WE ARE SUBJECT TO THE FOLLOWING RULES AND CONDITIONS AND AGREE TO THESE TERMS:

1. We understand that Bellingham Winter Ride is a program operated by and through the Komo Kulshan Ski Club, and that the Bellingham Winter Ride is not under the ownership, direction, or control of Mt. Baker Ski Area, Inc.
2. We understand that it is OUR RESPONSIBILITY TO BE SAFETY CONSCIOUS AT ALL TIMES, TO RESPECT ALL RULES AND THE INSTRUCTIONS SET FORTH BY MT. BAKER, ITS OWNERS, EMPLOYEES, AND/OR AGENTS. KOMO KULSHAN/BWR STAFF, VOLUNTEERS, AND/OR CHAPERONES AND THE BELLINGHAM WINTER RIDE CODE OF CONDUCT, AND TO USE COMMON SENSE AND ACT RESPONSIBLY for our own safety and the safety of others while participating in the Bellingham Winter Ride Program.
3. We acknowledge and fully understand that the Minor Participant will be participating in snow sports including **ALPINE SKIING AND SNOWBOARDING WHICH ARE ACTION SPORTS CARRYING SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY, DEATH OR PROPERTY DAMAGE.** WE ARE AWARE AND UNDERSTAND there are also natural environmental conditions and risks which independently or in combination with the snow sport activities or the acts of others may cause property damage, permanent disability, and/or severe or fatal injuries to the Minor Participant or others. Further, we ARE AWARE that there may be risks associated with any activity at the Mt. Baker Ski area, including but not limited to, avalanches, dangerous and rapidly changing weather conditions, and negligent or intentional acts caused by other guests. **We hereby acknowledge that we understand these risks and agree to assume all of the risks associated with these activities.**
4. **WE ACCEPT FULL RESPONSIBILITY FOR REASONABLE MEDICAL EXPENSES INCURRED** as a result of the Minor Participant's participation in the Bellingham Winter Ride Program, including but not limited to, those stemming from the risks set out in the above paragraph and any negligent act of any BWR staff, volunteers, and/or chaperones.
5. Bellingham Winter Ride Program adheres to a zero-tolerance policy to the use of drugs, alcohol, tobacco, smokeless tobacco, marijuana, violence or bullying activities. **We agree to adhere to this policy and understand that violation of the zero-tolerance policy may result in the Minor being excluded from the program without refund and that the proper authorities will be notified.**
6. We are familiar with **YOUR RESPONSIBILITY CODE, MT. BAKER SKI AREA MOUNTAIN POLICIES, USING CHAIRLIFTS** and **WASHINGTON STATE LAW RCW 79A.45.030** as it pertains to rules of conduct and personal responsibility while involved in the Program.
7. We currently have, and agree to maintain **VALID AND SUFFICIENT MEDICAL INSURANCE** for the participant listed below throughout the time that the participant is involved in Bellingham Winter Ride Program. We understand that maintaining sufficient medical insurance is our sole responsibility and release all persons and entities identified as RELEASEES I paragraph 14 below from providing this coverage.
8. Travel is a necessary part of this program and we agree to abide by all rules, designated times for departures and arrivals and the Legal Guardian agrees to the responsibility of signing the Minor Participant over to the assigned Chaperone at Drop Off and Pick Up times.
9. We **AUTHORIZE AND CONSENT TO ANY FIRST AID**, and medical treatment or transport for the Minor that is deemed appropriate by any BWR volunteer, chaperone, or other personnel member acting within the scope of his or her training.
10. We **AUTHORIZE** an and all BWR volunteers, chaperones, or other personnel to take all actions believed necessary based on their training to monitor and take attendance at any time during the trip. **MINOR WILL NOT BE RELEASED** to anyone prior to arriving at the established drop off area without a prior written agreement between BWR Program and the MINOR's parent or Legal Guardian

**RELEASE AGREEMENT CONTINUED ON OTHER SIDE OF DOCUMENT
PLEASE TURN OVER, READ, COMPLETE, AND SIGN**

11. We **AUTHORIZE** any and all BWR volunteers, chaperones, or other personnel to take all actions believed necessary based on their training to supervise us or prevent injury to ourselves or others on this trip. We **UNDERSTAND** that all BWR volunteers, chaperones, or other personnel may suspend our participation in any and all activities related to Bellingham Winter Ride Program if we violate any part of this agreement, any instruction by BWR personnel, or any other rules or instructions given by Mt. Baker Instructors or staff.
12. We understand that during this program the participant listed below **MAY BE PHOTOGRAPHED**. I, the minor, or anyone on the minor's behalf agree to allow photos, videos or film likeness to be used for any legitimate promotional purpose by the Bellingham Winter Ride Program.
13. We understand that Bellingham Winter Ride Program **HIGHLY RECOMMENDS** taking all available precautions, including wearing a helmet and other safety equipment while skiing or snowboarding, conducting proficiency checks, and following all instruction given by Mt. Baker staff and instructors as well as BWR volunteers, chaperones, or other personnel. **We UNDERSTAND that even following these precautions cannot guarantee our safety.**
14. We agree to **RELEASE, INDEMNIFY AND HOLD HARMLESS Bellingham Winter Ride Program; Komo Kulshan Ski Club**; their representative administrators, board members, directors, agents, coaches, instructors, volunteers and all other employees of the organization, sponsors, advertisers, heirs, and if applicable, owners and leases of premises used to conduct Bellingham Winter Ride activities, all of which are hereinafter referred to as "RELEASEES," from all liability, claims, demands, losses or damages on the account of injury, including death or damage to property, caused or alleged to be caused, in whole or in part, by the negligence of the RELEASEES or otherwise, regardless of the fault or negligence of Bellingham Winter Ride Program, Komo Kulshan Ski Club, or those RELEASEES identified above.
15. The terms of this **RELEASE** shall also be binding as to any other persons, including all family members, heirs, executors, or administrators. We understand this is a binding contract that supersedes any other agreements or representations and is intended to provide a comprehensive **RELEASE OF LIABILITY** but is not intended to assert any defenses which are prohibited by law. If any part of this **RELEASE** is deemed unenforceable, all other parts shall be given full force effects.
16. We further agree that if, despite this **RELEASE**, I, the minor, or anyone on the minor's behalf makes a claim against any of the RELEASEES named above, **WE WILL INDEMNIFY AND HOLD HARMLESS** each of the RELEASEES from any litigation expense, including reasonable attorney fees, loss, liability, damage, or any cost that may incur as the result of any such claim. **We AGREE** that WASHINGTON law shall apply to any and all claims or lawsuits brought against BWR or Komo Kulshan Ski Club, and that such claims or lawsuits shall be brought in Whatcom County Superior Court.

WE HAVE READ AND UNDERSTAND THE ABOVE RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT AND ACCEPT ALL OF ITS TERMS AND CONDITIONS

X

PARENT/GUARDIAN SIGNATURE

DATE

PARENT/GUARDIAN PRINTED NAME

MAILING ADDRESS:

PHONE:

EMAIL:

X

PARTICIPANT SIGNATURE

DATE

PARTICIPANT PRINTED NAME