

**MT. SHASTA SKI PARK 2020/2021 LEARNING CENTER/EQUIPMENT RENTAL AGREEMENT
LIABILITY RELEASE, ACKNOWLEDGMENT OF RISKS AND HAZARDS, AND AGREEMENT NOT TO SUE**

READ CAREFULLY BEFORE SIGNING – THIS LIMITS MT. SHASTA SKI PARK’S LIABILITY AND YOUR LEGAL RIGHTS

I or my child (“Participant”) may voluntarily choose to participate in sports and recreational activities offered by or on the premises of Mt. Shasta Ski Park, including but not limited to instruction and participation in activities offered at the Learning Center, skiing, snowboarding, snow tubing, other winter sports, the use of aerial and surface lifts, and all other recreational activities (collectively the “Activities”). Participant may voluntarily choose to use rental equipment and the facilities at Mt. Shasta Ski Park, including but not limited to rentals of ski and snowboard equipment, the base area, parking lots, walkways, buildings, transportation, instruction, and participating in the Activities on and outside the premises of Mt. Shasta Ski Park (“Use of the Facilities”). I understand that participation in the Activities and Use of the Facilities pose inherent and other risks of **INJURY** and **DEATH** to Participant. In consideration for and in connection with the opportunity to participate in the Activities and Use of the Facilities, I hereby execute this Liability Release, Acknowledgement of Risks and Hazards, and Agreement Not to Sue (the “Agreement”) on behalf of myself and my children identified below.

I understand that the risks associated with the Activities and Use of the Facilities are too numerous to list, but they include risks posed by instructors’ and coaches’ selection of terrain, activities, and assessment of Participant’s and others’ skill level; variations in terrain and snow conditions; surface and subsurface snow conditions; icy or firm snow; marked or unmarked obstacles; thin snow cover and bare spots; moguls; forest growth and debris; stumps; erosion control devices; rocks, rock outcroppings, and cliffs; steep terrain; deep snow; avalanches; and other hazards. I understand that risks associated with the Activities also include loss of balance; loss of control; falling; sliding; collisions with other participants or spectators; use of terrain parks including jumps and other features; and collisions with natural and man-made objects (marked or not, padded or not) including but not limited to trees, rocks, fences, posts, buildings, lift towers, snowmaking equipment, snowmobiles, and other over-snow vehicles; and negligence on the part of other participants and staff. Other risks to Participant include risks associated with participating in instruction, lessons, races, and special events; use of and failure of or inadequacy of rental equipment; use of lifts and mountain transportation; slip/trip and falls; and traveling beyond the ski area boundary. I acknowledge that it is my responsibility to assess whether Participant has the physical dexterity and knowledge to safely load, ride, and unload lifts. I acknowledge that it is Participant’s responsibility to comply with Your Responsibility Code. Despite the risks involved, and in consideration for the right of Participant to participate in the Activities and Use of the Facilities, **I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH** that may be associated with Participant’s participation in the Activities and Use of the Facilities. As consideration for being permitted to participate in the Activities and Use of the Facilities, and despite the inherent and other risks involved, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Wintun Development Company dba Mt. Shasta Ski Park, all equipment manufacturers and distributors, and each of their affiliates, owners, investors, officers, directors, managing agents, employees, agents, instructors, coaches, officials, event coordinators, volunteers, sponsors, contractors, landowners, and all affiliated persons and companies (collectively, “Releasees”) for injury or death resulting from Participant’s participation in the Activities and Use of the Facilities, regardless of the cause, to the fullest extent allowed by law, including the alleged **NEGLIGENCE** of Releasees.

I UNDERSTAND THAT THIS IS A RELEASE OF LIABILITY that will apply on all occasions when Participant engages in the Activities or Use of the Facilities. I understand that this Agreement will prevent me, my child, and our heirs or representatives from filing suit or making any claim for damages in the event of injury or death arising from our participation in the Activities or Use of the Facilities. Additionally, in the event that Participant, Participant’s heir or legal representative, or any third party files a claim or lawsuit arising out of our participation in the Activities or Use of the Facilities, **I AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS** Releasees for any claims, lawsuits, damages, attorneys’ fees, costs, or judgments arising out of such a claim. I enter into this Agreement freely and voluntarily and agree that it is binding on Participant, me, my child, our heirs, assigns, and legal representatives, and any other person acting on my or our behalf.

I hereby agree to accept “as is” all rental equipment (the “Equipment”), accept full responsibility for the custody and care of the Equipment, and agree to be responsible for the replacement or repair of any Equipment not returned or returned in a damaged condition. I authorize Mt. Shasta to charge my credit card for the cost of Equipment replacement or repair. I have made no misrepresentations regarding Participant’s height, weight, age, and skier/snowboarder type. **I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE PARTICIPANT’S SAFETY.** I understand that the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. I further understand that the downhill ski binding system **DOES NOT REDUCE THE RISK OF INJURY TO PARTICIPANT.** I understand that for snowboard and other sports equipment with non-release bindings, the binding system will not ordinarily release during use. **MINOR INFORMATION:** I understand that participation in the Activities by my child may include the use of aerial and surface lifts, and that my child may ride lifts alone, with employees, non-employee guests, or other children. I authorize Releasees to carry out or arrange for any emergency medical care and/or transport for Participant as may be necessary or advisable, in their sole discretion, and agree to be fully responsible for all costs associated with such medical care or transport.

I understand that Mt. Shasta Ski Park may photograph the Activities and may use and print photographs and any other form of media material of my or my Child’s likeness for promotional or informational purposes, without notification or compensation to me or my Child. This use includes, but is not limited to, social media, print media, websites, and all other forms of media. I understand and agree that this Agreement is severable and that if any clause is found to be invalid, the balance of the Agreement will remain in effect, valid, and enforceable. I agree that any claim or action brought in connection with the Activities, Use of the Facilities, or this Agreement will be subject to and determined under the laws of the State of California, and that any action must be brought in the Superior Court of Siskiyou County, California.

For Participants under 18 Years Old: As parent or guardian of the children named below (each, the “Child”), I have authority to enter into this agreement on behalf of the Child. I have read and understand this document and am signing it on behalf of the Child, and acknowledge that the Child and I will be bound by all its terms.

Print **MINOR** Participant’s Name

Print **MINOR** Participant’s Name

I HAVE CAREFULLY READ THIS DOCUMENT, FULLY UNDERSTAND ITS CONTENTS, ACCEPT IT, AND AGREE TO BE BOUND BY ITS TERMS.

Participant / Parent’s Name

Signature

Date