

INSTRUCTION GROUP SERVICES REGISTRATION & RELEASE AGREEMENT

STEP 1: PARTICIPANT & LESSON INFORMATION

DATE OF LESSON:
(MM/DD/YY)

		/		/		
--	--	---	--	---	--	--

NAME OF GROUP:

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

PARTICIPANT'S LAST NAME

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

FIRST NAME

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

SPORT	GENDER	AGE	ABILITY (SEE CHART)
<input type="checkbox"/> Ski <input type="checkbox"/> Snowboard	<input type="checkbox"/> Male <input type="checkbox"/> Female		

ABILITY CHART

- | | |
|----------|--|
| 1 | Never skied or snowboarded before. |
| 2 | Ski: Can snowplow slow turns in control.
Snowboard: Can slide & stop both toe & heelside. |
| 3 | Working to refine turn shape on green runs. |
| 4 | Ski: Working on parallel turns with pole use on blue runs.
Snowboard: Can consistently link turns on blue runs. |
| 5 | Can vary turn shapes on all blue and some black runs. |
| 6 | Working to refine skills in all terrain & conditions. |

STEP 2: PARTICIPANT RELEASE AGREEMENT

Acknowledgement of Risks and Hazards and Agreement Not To Sue

If you are unwilling to assume all the risks associated with all mountain activities and use of Mt. Baker Ski Area and/or any of its facilities, **DO NOT** sign this document, in which case you will NOT be authorized to participate in a Mt. Baker Instruction Program. If you sign this document, BUT make any alterations to it, you are NOT authorized to participate in a Mt. Baker Instruction Program.

This RELEASE AGREEMENT pertains to use of any and all facilities at Mt. Baker Ski Area. NOTE: Mt. Baker Mountain Policies and Guidelines are posted in the Trail Map, at the ski area and on our website: www.mtbaker.us.

The undersigned participant named in this Agreement (and parent/legal guardian if the participant is a minor) agrees and acknowledges that by participating in an instruction program and/or any mountain activities at the ski area, the participant is subject to the following rules and conditions of use by Mt. Baker Ski Area, Inc. and agrees to these terms:

- I understand that as a visitor to Mt. Baker Ski Area I will encounter an ever-changing and at times severe mountain environment. **I UNDERSTAND THAT MY SAFETY IS NOT GUARANTEED.**
- I understand that **IT IS MY RESPONSIBILITY TO BE SAFETY CONSCIOUS AT ALL TIMES, TO RESPECT ALL WARNING SIGNS AND TO USE COMMON SENSE AND ACT RESPONSIBLY** for my own safety and the safety of others while at the ski area.
- I understand that I may be seriously hurt, including fatal injuries, using the facilities or services of Mt. Baker Ski Area. I accept full responsibility for all medical expenses incurred as a result of my participation in an instruction program and/or use of any Mt. Baker facility.
- All visitors to the ski area are expected to adhere to **ALL MT. BAKER SKI AREA MOUNTAIN POLICIES and GUIDELINES**. I understand that **VIOLATION** of any of these policies **MAY RESULT IN FINES, SUSPENSION OR REVOCATION OF MY SKIING OR SNOWBOARDING PRIVILEGES AND ENDING PARTICIPATION IN ANY INSTRUCTION PROGRAM WITHOUT REFUND, AND/OR POSSIBLE PERMANENT TRESPASS FROM THE SKI AREA**. Infractions of any of the policies will remain on file and will affect eligibility for future participation in Mt. Baker Instruction Programs and/or use of Mt. Baker facilities.

5. I understand and acknowledge the following: **WARNING - SKIING, SNOWBOARDING, and MOUNTAIN ACTIVITIES ARE HAZARDOUS AND THE ENTIRE SKI AREA EXISTS IN A HAZARDOUS MOUNTAIN ENVIRONMENT.** Dangers include but are not limited to: Bare spots, variation and changes in snow, ice and terrain along with bumps, deep snow, tree wells, creeks, holes, moguls, stumps, forest growth and debris, rocks, cliffs, extreme terrain, sliding or falling snow, avalanches, risk-creating weather conditions, freestyle terrain, jumps, terrain modifications, equipment including but not limited to lifts and snow machines, collisions with structures, machines or devices and **MANY OTHER HAZARDS EXIST WITHIN THE MOUNTAIN ENVIRONMENT OF THE SKI AREA. SUCH DANGERS ARE RECOGNIZED AND ACCEPTED** whether they are marked or unmarked, on or off the slopes and they may occur without warning. **I ASSUME ALL SUCH RISKS WHILE AT THE SKI AREA.** Falls and collisions with other people do occur and I assume all risks as well as the responsibility to ski or snowboard under control at all times.
6. I understand that helmets, safety equipment, proficiency checks, supervision and/or enforcement of rules **DO NOT AND CANNOT GUARANTEE** my safety.
7. I understand that part of an instruction program may include **RIDING CHAIR LIFTS or TOWS** and I assume the risks associated with riding, loading, unloading and all related activities of riding chair lifts or tows. I also understand that if I ride a chair lift, I may ride the lift with an instructor, with another student, with a member of the public, or alone.
8. Mt. Baker Ski Area reserves the right to close any or all facilities or cancel or postpone any instruction program due to circumstances under its control or beyond its control: i.e., weather, lack of snow, road closures, etc. **FACILITY, LIFT OPERATION, AND DURATION OF INSTRUCTION PROGRAMS MAY VARY.**
9. I acknowledge and fully understand that **SKIING AND SNOWBOARDING ARE ACTION SPORTS CARRYING SIGNIFICANT RISK OF SERIOUS PERSONAL INJURY**, death or property damage. I understand the nature of skiing and snowboarding activities including riding chair lifts and tows. I believe with my experience, capabilities, and current physical condition **I AM QUALIFIED TO PARTICIPATE IN SUCH ACTIVITIES AND I HAVE NOT BEEN ADVISED OTHERWISE BY A MEDICAL PROFESSIONAL.**
10. I understand that any instruction or coaching I may receive is a suggestion, and that **I AM THE SOLE JUDGE OF MY ABILITY**, and am responsible for my actions as a skier/snowboarder and during all activities at the ski area.
11. **THE USE OF HELMETS IS RECOMMENDED** though this is a personal choice.
12. I understand that **I MAY BE PHOTOGRAPHED** as a participant of an instruction program and I agree to allow any photos, video or film likeness of myself to be used for any legitimate promotional purpose by Mt. Baker Ski Area, Inc.
13. **I AUTHORIZE AND CONSENT TO ANY FIRST AID**, medical treatment or transport deemed appropriate by a Mt. Baker first aid provider acting within the scope of his or her training.

14. A) I agree to **RELEASE, INDEMNIFY and HOLD HARMLESS** Mt. Baker Ski Area, Inc., its owners, land owners, directors and officers, employees, sponsors, volunteers, and agents ("Mt. Baker") from any and all claims related in any way to participation in an instruction program, or any activities at or use of the Mt. Baker Ski Area and its facilities; including any and all claims for death, personal injury, property damage, theft, or actions of any kind, whether caused by negligence or otherwise.

B) I agree to pay any and all legal fees incurred by Mt. Baker which may arise from any claims, actions or lawsuits by or on behalf of myself, "the participant", my heirs, executors, or administrators.

C) This **RELEASE/INDEMNIFICATION** clause shall be construed broadly to provide **INDEMNITY and RELEASE of LIABILITY** to the maximum extent permissible under applicable law. This **RELEASE AGREEMENT** is governed by the Laws of the State of Washington and venue for any disputes regarding this **AGREEMENT** will be in the Superior Courts of Whatcom County.

I certify that I have **READ, UNDERSTAND and ACCEPT** the terms of this Agreement, and freely accept and assume the risk that I can suffer property damage, illness, severe personal injury or even death by using the Mt. Baker facilities, participating in mountain activities, and/or participating in instruction programs, not only in ways described, but also in ways that are unknown and unexpected, even if I follow instructions or advice. I agree not to sue Mt. Baker Ski Area, Inc. I have received a copy of Mt. Baker's Mountain Policies, Your Responsibility Code and Washington State Law RCW 79A.45.030 and understand and agree to the terms of these policies.

PARTICIPANT'S SIGNATURE

Date:

**STEP 3: SEPARATE PARENT/LEGAL GUARDIAN RELEASE AGREEMENT
REQUIRED FOR MINOR PARTICIPANTS**

STEP 4: EQUIPMENT RENTALS REQUIRE SEPARATE RENTAL FORM