# MT. BAKER SKI AREA, INC. 2011-2012

MINOR

## INSTRUCTION GROUP SERVICES
# MINOR RELEASE AGREEMENT

## STEP 1: *PARTICIPANT INFORMATION*

**DATE OF LESSON: (MM/DD/YY)** ____ / ____ / ____

**NAME OF GROUP:** _____

**PARTICIPANT'S LAST NAME** _____ **FIRST NAME** _____

## STEP 2: *PARENT/LEGAL GUARDIAN RELEASE AGREEMENT*

### Acknowledgement of Risks and Hazards and Agreemnet Not To Sue

If you are unwilling to assume all the risks associated with all of your minor's mountain activities and use of Mt. Baker Ski Area and/or any of its facilities, **DO NOT** sign this document, in which case your minor will NOT be authorized to participate in a Mt. Baker Instruction Program. If you sign this document, BUT make any alterations to it, your minor is 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 minor participant named in this Agreement ("the minor") and the undersigned parent/legal guardian of the minor, agree and acknowledge that by the minor participating in an instruction program and/or any mountain activities at the ski area, the minor is subject to the following rules and conditions of use by Mt. Baker Ski Area, Inc. and both the parent/legal guardian and the minor agree to these terms:**

1. I, the undersigned parent/legal guardian of the minor ("I"), understand that as a visitor to Mt. Baker Ski Area I and/or the minor will encounter an ever-changing and at times severe mountain environment. **I UNDERSTAND BOTH MY AND THE MINOR'S SAFETY IS NOT GUARANTEED.**

2. I understand that **IT IS THE MINOR'S RESPONSIBILITY TO BE SAFETY CONSCIOUS AT ALL TIMES, TO RESPECT ALL WARNING SIGNS AND TO USE COMMON SENSE AND ACT RESPONSIBLY** for his or her own safety and the safety of others while at the ski area.

3. I understand that the minor 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 his or her participation in an instruction program and/or use of any Mt. Baker facility.

4. 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 THE MINOR'S 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 AND THE MINOR ASSUME ALL SUCH RISKS WHILE AT THE SKI AREA.** Falls and collisions with other people do occur and both I and the minor understand that the minor assumes 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 the minor's safety.**

7. I understand that part of an instruction program may include **RIDING CHAIR LIFTS** or **TOWS** and that I and the minor assume the risks associated with riding, loading, unloading and all related activities of riding chair lifts or tows. I also understand that **IF THE MINOR RIDES A CHAIR LIFT,** he or she 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**

**SECTIONS 8-19 of 19 ARE CONTINUED ON PAGE 2 OF 2 (ON THE OTHER SIDE OF THIS DOCUMENT)**

**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, as the minor's parent and/or legal guardian, understand the nature of skiing and snowboarding activities including riding chair lifts and tows. I know the minor's experience, capabilities, and current physical condition and believe that the minor is **QUALIFIED TO PARTICIPATE IN SUCH ACTIVITIES AND HAS NOT BEEN ADVISED OTHERWISE BY A MEDICAL PROFESSIONAL.**

10. I understand that any instruction or coaching the minor may receive is a suggestion and that **HE OR SHE IS THE SOLE JUDGE OF HIS OR HER ABILITY** and is responsible for his or her actions as a skier/snowboarder at the ski area.

11. **THE USE OF HELMETS IS RECOMMENDED** though this is a personal choice.

12. I understand that **THE MINOR MAY BE PHOTOGRAPHED** as a part of an instruction program and I agree to allow any photos, video or film likeness of myself or the minor 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 for the minor that is deemed appropriate by a Mt. Baker first aid provider acting within the scope of his or her training.

**RENTAL EQUIPMENT PARENT/LEGAL GUARDIAN RELEASE SECTION**

In the event that the minor rents or utilizes equipment from Mt. Baker Ski Area, both I and the minor also agree to the following:

14. All rental equipment information that has been provided on the program application is true and correct. I have made no misrepresentations to Mt. Baker Ski Area about the minor's height, weight, age or skiing/snowboarding type. I and the minor agree not to use any rental equipment until the minor understands how the equipment works and has received proper instruction and satisfactory answers to any questions. I and the minor understand that any rental equipment issued to him or her is for the minor's use only.

15. I and the minor understand that the ski-boot-binding system will release the boot from the ski when certain forces on the system reach preset values, but that it will **NOT RELEASE OR RETAIN** at all times where release or retention may prevent injury, and that it **CANNOT** prevent all injuries or guarantee the user's safety. I and the minor understand and agree that unwanted release or retention of bindings is an inherent risk of using any ski-boot-binding system. I and the minor further agree and understand that the ski-boot-binding system does **NOT ELIMINATE THE RISK** of injuries or death. If snowboard equipment is being furnished, I and the minor understand that these systems normally will **NOT RELEASE** in falls and accidents and that they do **NOT PROTECT** against any type of injury.

16. I and the minor agree that it is the minor's responsibility to verify the visual indicator settings on the binding system of any equipment issued to the minor and that my signature on this form or the minor's initials on the Multi-Week Rental Card indicate that I and the minor understand and agree with the settings on the equipment provided to the minor.

17. I and the minor agree that the minor will verify and accept for use, as is, any equipment provided to the minor. I accept full responsibility for the care of the equipment while it is in the minor's possession. I and the minor furthermore agree to return all rental equipment by the agreed date and time in clean condition to avoid any additional charges.

18. I will be responsible for the replacement, at full retail value, of any equipment issued to the minor from Mt. Baker Ski Area in the event of any loss, theft or damage of any kind, other than reasonable wear and tear, which results while the equipment provided to the minor is in his or

19. 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") as well as manufacturers and distributors of any rental equipment issued to the minor and their owners, agents, employees and affiliated compaines from any and all claims related in any way to the minor's 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, where caused by negligence or otherwise.

B) I, the parent/legal guardian of the minor, **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 minor, or 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

**PARTICIPANT'S LAST NAME** **FIRST NAME**

**I certify that I have READ, UNDERSTAND and ACCEPT the terms of this Agreement and freely accept and assume the risk that the minor 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 he or she follows instructions or advice. I agree not to sue Mt. Baker Ski Area, Inc., or the manufacturers or distributors of any rental equipment issued to the minor. I and the minor 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. I have reviewed the risks, hazards, terms and policies outlined in these documents with the minor.**

**PARENT/LEGAL GUARDIAN'S**

| **Printed Name:** | **Signature:** | **Date:** |
|---|---|---|
| | | |