

**RaceMeisters Kids Racing 2012 Racing Series**

**Liability Release, Acknowledgement of Risks and Hazards and Agreement Not to Sue**

Mailing address: CityLeague PO Box 60002 Shoreline WA 98160 or scan and send via email / racemeister@cityleague.com

**WARNING:** Use of *The Summit at Snoqualmie*® resorts, facilities, equipment and premises, hereafter "facilities", including but not limited to: skiing, snowboarding, other recreational activities and the use of aerial and surface lifts, is HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control, both on the ground and in the air, of your physical body while properly using your equipment in variable weather and other conditions. Ski, ride and participate in these activities only within your own ability. Your safety and that of others is directly affected by your judgment in the severe elements of mountain terrain. Be alert to all risks, hazards and dangers at these resorts, including but not limited to: variations in terrain (including steepness and other variations, whether natural or as a result of slope or trail design), terrain parks, elements or features, surface or subsurface snow or ice conditions (whether natural or machine-made); bare spots; rocks, trees, stumps and other forms of forest growth or debris; lift towers and components thereof and other ski area components including lights, fences, posts and signs, race gates, race course boundary ribbons (all of the foregoing whether above or below snow surface); pole lines and plainly marked or visible snowmaking equipment, other equipment, vehicles and machines including snowmobiles and snowcats; collisions with other participants or other persons (whether as a result of failure to ski, ride, race or participate in these activities within their own ability or otherwise) or collisions with any of the risks included in this paragraph (whether natural or man-made).

I, the undersigned, hereby express my desire and approval for my, and/or my child(ren)'s participation in the RaceMeisters Kids Racing also known as The Program. I acknowledge that such participation will include, without limitation, participation in various types of snowsports and racing instruction and activities and the use of The Summit at Snoqualmie's equipment, as well as the slopes, trails, terrain parks, terrain features, elements, jumps and half-pipes and related facilities, including ski lifts. I further acknowledge that participation in the program is voluntary and entirely at my risk and/or that of my child(ren). It is recommended that participants in RaceMeisters Kids Racing wear a helmet, either a rental helmet, or their own. I understand that a rental helmet is available for me and/or my child(ren). I acknowledge that no helmet can protect the wearer against all possible or foreseeable impacts and injuries to the head. Reasonably foreseeable impacts may exceed the capabilities of the helmet to protect against injury. The helmet is designed to offer added protection to the head and cannot guard against neck, spine or other bodily injuries that may result from a ski or snowboard accident. Therefore, I acknowledge that the use of a helmet does not and cannot guarantee my safety and/or the safety of my child(ren) and may not prevent or reduce some types of serious injuries or death.

I understand that recreational and other activities involve inherent and other risks of **INJURY** and **DEATH**. I agree that having a resort employee present does not lessen the amount or severity of the risks or hazards of these activities. I acknowledge that my and/or my child(ren)'s involvement may include skiing, snowboarding, tubing, the use of terrain features, jumps and/or half-pipes, lifts and participation in other recreational activities such as ski racing, and that these activities are HAZARDOUS and that I, on behalf of myself and/or my child(ren) have made a voluntary choice to participate in these activities despite the risks.

**In consideration of being permitted to use *The Summit at Snoqualmie* facilities and for my and/or my child(ren)'s involvement in this program**, I agree to Release, Forever Discharge, Defend, Indemnify, and Hold Harmless Ski Lifts, Inc., DBA The Summit at Snoqualmie, its parent, subsidiary and affiliated companies, the U.S. Government-U.S. Forest Service, its/their respective agents, officers, directors, owners, contractors, volunteers, employees, insurers, and real and personal property owners, as well as equipment manufacturers and distributors, and all event sponsors (hereinafter "Releasees") of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind related in any way to the Program's operations or the errors or omissions of the Program, its agents, subcontractors, volunteers, or any other person directly or indirectly employed by them, or any of them, while engaged in any activity associated with this Agreement, whether contractually or otherwise.

**I am fully aware of and accept all risks, hazards and dangers associated with using the Releasees facilities. I am fully responsible for any and all damage or injury of any kind that may result from my, and/or my child(ren)'s use of the Releasees facilities. I promise not to bring a claim against or sue, on my behalf and on behalf of my child(ren), the Releasees and agree that if anyone is physically injured or property is damaged while I, and/or my child(ren), am using the Releasees facilities, I will have no right to make a claim or file a lawsuit against the Releasees. I also agree to indemnify and defend the Releasees for any and all claims, including subrogation and/or derivative claims, brought by any third party or insurer, for injury or damage I, and/or my child(ren), may cause.**

I authorize Releasees to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my sole expense, if deemed necessary by Releasees. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical care necessary for the well-being of my child(ren), solely at my expense. I agree that upon transporting myself and/or the child(ren), to any medical facility, clinic or hospital that the responsibility of the Releasees shall be totally fulfilled and the Releasees shall have no further responsibility. I understand that Releasees will, to the best of their ability; attempt to notify me as soon as possible in the event of an emergency.

This document is a legally binding contract and supersedes any other agreements or representations by or between the parties and is governed by the laws of the State of Washington. It shall be interpreted to provide as broad and inclusive a release of liability as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law. I agree that exclusive jurisdiction and venue for any legal action involving parties or issues relating to or arising out of participation in RaceMeisters Kids Racing and/or this agreement, against the Releasees, shall be in the courts of King County, Washington, and such courts shall have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect.

**I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, I UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I (OR THE MINOR CHILD) OTHERWISE MAY HAVE.** I agree that this is a Release of Liability and Agreement Not to Sue, which will legally prevent me, or any other person, from filing suit or making any other claims for damages in the event of personal injury, death and/or property damage. I freely and voluntarily enter into this agreement. I understand that participation in CityLeague Team Ski Racing and permission to use the resorts, their facilities, premises and equipment is being given to the undersigned participant (or guardian) in exchange for the execution of this Liability Release and Agreement Not to Sue. I have made no misrepresentations to the Releasees regarding my name, age or any other information. This Liability Release and all its components shall survive and continue in force beyond the termination of the current season with respect to any liability, injury or damage occurring prior to such termination.

For participants under 18 years of age: As parent or guardian of the child(ren) named on this form (each, the "Child"), I have authority to enter into this agreement on behalf of the Child. I agree to INDEMNIFY, DEFEND AND HOLD HARMLESS the Releasees for any and all claims whatsoever brought by the Child and all claims whatsoever brought by any third party arising in connection with the Child's participation in RaceMeisters Kids Racing, or which arise out of such Child's presence and/or activities on the Releasees premises. I acknowledge that I have read and understand this document and am executing it on behalf of the Child, and that the Child and I will be bound by all its terms.

**AGREED TO BY, OR ON BEHALF OF:** \_\_\_\_\_ / \_\_\_\_\_ (Signature)

**Print "I AGREE":** \_\_\_\_\_ **Print Full Name:** \_\_\_\_\_