

# TIMBERLINE – Mt. Hood



GROUP NAME: American Trails West

## AGREEMENT OF RELEASE AND INDEMNITY FOR 2011 SUMMER SKI SEASON

NAME OF PARTICIPANT: \_\_\_\_\_ AGE: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

I acknowledge that snowskating, snowblading, skiing, snowboarding, racing, chairlifts, sports event production, sports events, snowmobiles, snowcats, and related sports activities including training for such activities (collectively referred to as "Sports Activities") are HAZARDOUS activities and that I have made a voluntary choice to participate in such Sports Activities (or to allow my child to do so) despite the risks that they present. I ASSUME THE INHERENT RISKS OF THE SPORTS ACTIVITIES ON BEHALF OF MYSELF AND ANY CHILD ENTRUSTED TO MY CARE. I understand that no refunds of any fees will be given after the program, event, or session begins.

I acknowledge that as a Participant in Sports Activities I have certain duties under Oregon law (ORS 30.985) which include, but are not limited to, the following:

I am the sole judge of the limits of my skills and ability to meet and overcome the inherent risks of Sports Activities and I will maintain reasonable control of speed and course.

I will abide by the directions and instructions of the ski area operator.

I will familiarize myself with the posted information on location and degree of difficulty of trails and slopes to the extent reasonably possible before using any slope or trail.

I will not cross the uphill track of any surface lift except at points clearly designated by the ski area operator.

I will not overtake any other participant except in such a manner as to avoid contact and shall grant the right-of way to the overtaken Participant.

I will yield to other participants when entering a trail or starting downhill.

I will wear retention straps or other devices to prevent runaway equipment.

I will not board rope tows, wire rope tows, j-bars, t-bars, ski lifts or other similar devices unless or until I have sufficient ability to use the devices, and I will follow any written or verbal instructions that are given regarding the devices.

If involved in an accident, I will not depart from the ski area without leaving my name and address if reasonably possible.

If I am injured (or if my child is injured) I will give notice of the injury to the ski area operator before leaving the ski area.

I will not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.

I agree that a violation of any of the duties set forth above entitles the ski area to withdraw my privilege of snowskating, snowblading, skiing, snowboarding, boarding or riding chairlifts or snowcats, and my right to use the equipment and facilities at the ski area. I also agree that if I violate any of these duties, this is evidence of my fault for any injuries or damages that may result.

**IN CONSIDERATION OF PARTICIPATING IN SNOWSKATING, SNOWBLADING, SKIING, SNOWBOARDING, RACE TRAINING, EVENT PRODUCTION, RACING, SPORTS EVENTS, CHAIRLIFT USE (INCLUDING LOADING AND UNLOADING), AND/OR SNOWMOBILE OR SNOWCAT TRANSPORTATION, I AGREE TO RELEASE FROM LIABILITY AND TO INDEMNIFY AND HOLD HARMLESS THE ORGANIZERS AND SPONSORS OF THE SPORTS ACTIVITIES, AND R. L. K. AND COMPANY DBA TIMBERLINE SKI AREA, AND THEIR OFFICERS AND DIRECTORS, OWNERS, EMPLOYEES, VOLUNTEERS, AGENTS, LANDOWNERS, AFFILIATED COMPANIES AND EMPLOYEES FROM ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING COSTS AND ATTORNEY FEES), ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PREPARATION OR PRACTICE FOR, OR MY PARTICIPATION IN, SPORTS ACTIVITIES, OR ANY OTHER USE OF THE FACILITIES OR EQUIPMENT OF TIMBERLINE SKI AREA. THIS RELEASE AND INDEMNITY AGREEMENT IS INTENDED TO RELEASE CLAIMS AND LIABILITIES CAUSED BY THE NEGLIGENCE OF TIMBERLINE SKI AREA AND/OR THE ORGANIZERS AND SPONSORS OF ANY SPORTS ACTIVITIES OR EVENTS.**

In the event of any claims or litigation arising out of or in connection with participation in any activity at Timberline Ski Area, the venue for legal proceeding shall be Clackamas County, Oregon. If any term is declared to be invalid hereunder, the remaining terms of this Agreement shall continue to be enforceable. This Agreement is governed by Oregon law.

I, the undersigned, have carefully read and understood this Agreement and all of its terms. I understand that this is a RELEASE AND INDEMNITY AGREEMENT which may prevent me or my estate from recovering damages in the event of injury or death. I, nevertheless, enter into this Agreement freely and voluntarily and agree that it will be binding upon me, my heirs, assigns, and my legal representatives.

PARTICIPANT'S SIGNATURE: \_\_\_\_\_

PARENT OR GUARDIAN OF PARTICIPANT (must be signed by parent or legal guardian if Participant is under eighteen (18) years of age). AS PARENT OR GUARDIAN OF THE NAMED PARTICIPANT, I HEREBY AGREE TO THE INDEMNITY PROVISIONS REFERRED TO ABOVE AND I WILL BE RESPONSIBLE FOR THE PAYMENT OF ANY MEDICAL EXPENSES INCURRED BY THIS MINOR.

PARENT OR GUARDIAN NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

(please print)

PARENT OR GUARDIAN SIGNATURE: \_\_\_\_\_