



Bear Valley Mountain Resort

EVENT PARTICIPATION HOLD-HARMLESS, RELEASE OF LIABILITY & INDEMNITY AGREEMENT

EVENT: _____ DATE: _____

PROMOTER: BEAR VALLEY MOUNTAIN RESORT

"PARTICIPANT" means the undersigned adult, being at least 18 years old, signing on behalf of him/herself or the minor participant (under 18) and the undersigned parent or legal guardian of the minor signing on behalf of him/herself. PARTICIPANT agrees and understands that assisting with preparation of the event, taking part in the event and/or any other uses of the ski area facilities (hereinafter the "EVENT(s)") can be hazardous and may involve the risk of physical injury or death.

HELMETS ARE REQUIRED TO PARTICIPATE IN ALL SLOPE STYLE/RAIL EVENTS

I understand and am aware that skiing, snowboarding, handling a flare, ski racing and other snow sports activities, including my participation in this EVENT are HAZARDOUS ACTIVITIES involving INHERENT AND OTHER RISKS of injury to any and all parts of my body. These risks include, but are not limited to: variations in snow, visibility and terrain, water and wetness, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above and below the surface), bare spots, lift towers, cables, utility lines, snowmaking equipment and component parts, and other forms of natural or man-made obstacles, race training, race spectating, and minor child's use of chair lifts either alone, with other guests or other children. There also is a risk of collisions with such obstacles, equipment and natural objects as well as with other skiers, snowboarders, and/or other participants in Events at Bear Valley Mountain Resort. I completely understand that I am required to inspect each rail, jump, or feature prior to engaging in its use. I will not attempt to engage in these activities if I am not satisfied with the approach, layout, water hazards, jump, rail, landing zone or run out. If this Event takes place at night and in the dark, I acknowledge and understand that I will be loading, riding and unloading the lift in the dark and assume the risks of doing so. If this Event requires the use of a flare, I understand that the flame I will be holding is a flammable device that may cause me, my clothing, and/or my equipment to be damaged by excessive heat or fire. I further understand that injuries in the Event are a COMMON AND ORDINARY OCCURRENCE, and DESPITE ALL THESE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE EVENT. I freely ACCEPT AND ASSUME ALL RISKS OF INJURY OR DEATH as a result of my participation in the Event at Bear Valley Mountain Resort.

To the fullest extent allowed by law, I agree to RELEASE LIABILITY, INDEMNIFY AND HOLD HARMLESS Bear Valley Mountain Resort, their owners, officers, agents, employees, the United States Forest Service and all other persons or entities officially connected with Bear Valley Mountain Resort with regard to any and all liability on account of, or in any way resulting from, personal injuries, death or property damage, even if caused by NEGLIGENCE of Bear Valley Mountain Resort, in any way connected with my participation in Events at Bear Valley Mountain Resort. I further AGREE NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES in any way connected with my participation in the Event AND AGREE NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES. This liability release and agreement not to sue also applies to any loss or injuries that result from personal injuries, death, or property damage related to my use of any ski lifts or other equipment at Bear Valley Mountain Resort. I understand and agree that this Agreement is governed by and intended to be as broad as inclusive as permitted by California law. If any portion is held invalid, pursuant to California law, the balance shall continue in full legal force and effect. I agree that no oral representations, statements, or inducements apart from this Agreement have been made.

I further authorize anyone working at the Bear Valley Mountain Resort to call for such medical care for myself or to transport myself to the Bear Valley Ski Patrol clinic or a hospital if, in the opinion of anyone working at Bear Valley Mountain Resort, medical attention is needed for myself. The undersigned agrees that upon the transporting of myself to any medical facility, clinic or hospital that the responsibility of Bear Valley Mountain Resort shall be totally fulfilled and the Bear Valley Mountain Resort shall not have any further responsibility for the undersigned.

I agree to pay all costs associated with such medical care and related transportation for the undersigned and indemnify and hold the Bear Valley Mountain Resort, its representatives, agents, affiliates, officers, directors, servants and employees harmless from all costs incurred therein.

Participant irrevocably grants Bear Valley Mountain Resort the right of publicity to own and use any image(s) collected of Participant while participating in this event. _____ (Please initial to accept.)

I have carefully read the foregoing release and understand its contents.

Sign on this date _____

PARTICIPANTS BIRTH DATE: _____

Signature of PARTICIPANT

Printed name of PARTICIPANT

Signature of Parent or Guardian

Printed name of Parent or Guardian