



Bear Valley Mountain Resort & Bear Valley SnowSports Foundation



EVENT: 2022 NASTAR Season LIABILITY RELEASE

PARTICIPANT NAME: _____

AGE: _____ DOB: _____ MALE or FEMALE

- Alpine
- Snowboard
- Telemark
- SkiBike

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

CELL PHONE: _____ EMAIL: _____

EMERGENCY CONTACT INFORMATION:

NAME OF CONTACT: _____ RELATIONSHIP: _____

PHONE NUMBER(s): _____

EVENT PARTICIPATION, EXPRESS ASSUMPTION OF RISK, RELEASE, INDEMNIFICATION, AND COVENANT NOT TO SUE AGREEMENT

"PARTICIPANT" means the undersigned adult, being at least 18 years old, signing on behalf of him/herself or the minor participant (under 18 years of age) 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, observing the event and/or any other uses of the ski area or event facilities (hereinafter the "EVENT(s)" can be hazardous and may involve the risk of physical injury or death. For purpose of example only, competition/demonstration events can be called, but are not limited to, the following: slope style, free-style, jib jam, rail jam, races, torch light parade, pond skimming, etc.

HELMETS ARE REQUIRED TO PARTICIPATE IN ALL SLOPE STYLE AND RACE EVENTS.

Check here if helmet is required for this event

INVERTED AEIRAL MANEUVERS OF ANY KIND ARE PROHIBITED AND WILL RESULT IN IMMEDIATE DISQUALIFICATION WITH NO REFUND IF PERFORMED AT ANY TIME.

I understand, agree and understand that skiing, snowboarding, racing, demonstrations and competitions, and related activities and other snow play and winter sports activities, including, among others, walking on slick or icy surfaces, handling a flare/torch, minor child's use of chair lifts either alone or with other persons, and my participation in this EVENT (hereinafter collectively referred to as "Activities") are HAZARDOUS ACTIVITIES involving INHERENT AND OTHER RISKS of injury to any and all parts of my body or property or minor's body or property. Risks of Activities, include, but are not limited to: skiing/snowboarding on unfamiliar terrain; variations in snow, terrain, and weather conditions; ice and icy conditions; avalanches and rock slides; moguls, rocks, trees, tree wells and other forms of forest growth or debris (above and below the surface); bare spots; lift towers, cables, utility lines, snowmaking and snow grooming equipment and component parts; Event training, Event spectating; minor child's use of chair lifts either alone, with other guests or children; free-style terrain park natural and manmade features and elements; and other natural or man-made objects. There is also a risk of collision with such natural or man-made objects, including snow grooming equipment and snowmobiles, as well as with other persons participating in the Activities. I completely understand that I am required to inspect each rail, jump, feature or course 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 (with dark or low-light conditions), 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/torch, 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 this Event and Activities 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, or minor child's, participation in the Event and Activities at Bear Valley Mountain or at any other location.

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To the fullest extent allowed by law, I agree, on behalf of myself, my family, estates, heirs, and assigns to RELEASE LIABILITY, INDEMNIFY AND HOLD HARMLESS Bear Valley Mountain, Bear Valley SnowSports Foundation, The U.S. Forest Service, Alpine county and their owners, officers, agents, employees, and all other persons or entities officially connected with aforementioned (collectively "Releasees") 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 Releasees, in any way connected with my participation in Events and Activities. 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 Activities 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 Event location. 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 Bear Valley Mountain or Event to call for such medical care for Participant or to transport Participant to the Bear Valley Ski Patrol clinic or a hospital if, in the opinion of anyone working at Bear Valley Mountain or Event, medical attention is needed for Participant. The undersigned agrees that upon the transporting of Participant to any medical facility, clinic or hospital that the responsibility of Bear Valley Mountain shall be totally fulfilled and Bear Valley Mountain shall not have any further responsibility for or to the Participant or his/her heirs or assigns. I agree to pay all costs associated with such medical care and related transportation for the Participant and indemnify and hold Bear Valley Mountain, the U.S. Forest Service, Alpine County, and their representatives, agents, affiliates, officers, directors, servants and employees harmless from all costs incurred therein.

Participant irrevocably grants Bear Valley Mountain & Bear Valley Snowsports Foundation 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 liability release and covenant not to sue agreement and understand its contents. I am aware that I am releasing certain legal rights that I or others, otherwise may have. I understand that a hard copy may be printed and retained for legal purposes.

Signature of Participant (Parent/Guardian if Participant is a minor) **X** _____

Printed name of Parent/Guardian _____ Signed on this **date**: _____