

**MT. HOOD SKI EDUCATION FOUNDATION, INC.  
RELEASE AND INDEMNITY AGREEMENT**

**MINOR RELEASE**

**IN CONSIDERATION OF PARTICIPATION IN MT. HOOD SKI EDUCATION FOUNDATION, INC.'S PROGRAMS AND EVENTS BY THE MINOR(S) NAMED BELOW, I AGREE TO RELEASE AND INDEMNIFY MT. HOOD SKI EDUCATION FOUNDATION, INC., ITS OFFICERS AND DIRECTORS, OWNERS, AGENTS, AFFILIATED COMPANIES, AFFILIATED ORGANIZATIONS, VOLUNTEERS AND EMPLOYEES (HEREINAFTER "MHSEF") FROM ANY AND ALL CLAIMS FOR PROPERTY DAMAGE, INJURY OR DEATH, WHICH THE MINOR(S) NAMED BELOW MAY SUFFER OR FOR WHICH HE OR SHE MAY BE LIABLE TO OTHERS, IN ANY WAY CONNECTED WITH SKIING, SNOWBOARDING, SNOWRIDING, LIFT RIDING OR PARTICIPATION IN MHSEF PROGRAMS AND EVENTS. THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY TO ANY CLAIM FOR PROPERTY DAMAGE, INJURY OR DEATH, EVEN IF CAUSED BY NEGLIGENCE. THE ONLY CLAIMS NOT RELEASED ARE THOSE BASED UPON WILLFUL OR INTENTIONAL MISCONDUCT.**

**I ALSO AGREE THAT ALL DISPUTES BETWEEN THE BELOW NAMED MINOR(S) AND MHSEF ARISING FROM HIS/HER PARTICIPATION IN MHSEF PROGRAMS AND EVENTS WILL BE GOVERNED BY THE LAWS OF THE STATE OF OREGON AND THE EXCLUSIVE JURISDICTION THEREOF SHALL BE IN THE STATE COURTS OF THE STATE OF OREGON, AND THE VENUE FOR THESE DISPUTES SHALL BE IN CLACKAMAS COUNTY, OREGON.**

IF ANY PART OF THIS CONTRACT IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON OR IN ANY CIRCUMSTANCE, IT IS INTENDED THAT ALL OTHER TERMS WILL BE ENFORCED IN ALL OTHER CIRCUMSTANCES.

**BY MY SIGNATURE BELOW, I AGREE THAT THIS MINOR RELEASE AND INDEMNITY AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT AND I WILL BE BOUND BY ITS TERMS THROUGHOUT THE 2011-2012 SEASON.**

**I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT AND ALL OF ITS TERMS.**

**PARENT OR GUARDIAN (must be signed by parent or guardian if the user is under eighteen (18) years of age).**

**MINOR NAME: (Please print)**

\_\_\_\_\_  
LAST FIRST

**MINOR NAME: (Please print)**

\_\_\_\_\_  
LAST FIRST

**PARENT OR GUARDIAN NAME: (Please print)**

\_\_\_\_\_  
LAST FIRST

**RELATIONSHIP: (Please print)**

\_\_\_\_\_

**PARENT OR GUARDIAN Signature: \_\_\_\_\_ DATE \_\_\_\_\_**

**PARENT/GUARDIAN: I VERIFY THAT I AM THE PARENT/GUARDIAN AND/OR HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ABOVE NAMED MINOR(S). I AGREE TO BE BOUND BY ITS TERMS. I ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED AS A RESULT OF THE MINOR(S)' PARTICIPATION IN THE MT. HOOD SKI EDUCATION FOUNDATION, INC. PROGRAMS AND EVENTS. I AGREE TO INDEMNIFY AND HOLD HARMLESS MT. HOOD SKI EDUCATION FOUNDATION, INC. FROM ANY CLAIMS BROUGHT BY OR ON BEHALF OF THE MINOR(S).**

**PARENT OR GUARDIAN Signature: \_\_\_\_\_ DATE \_\_\_\_\_**

*SEE REVERSE SIDE OF THIS SHEET FOR DUTIES OF SKIERS, SNOWBOARDERS, OR SNOWRIDERS WHICH MUST BE OBSERVED.*

**ATTENTION SKIERS / SNOWBOARDERS / SNOWRIDERS**  
**YOUR DUTIES**

The following **Duties of Skiers** and **Assumption of Risk** provisions apply to all skiers, snowboarders, and all other snowriders.

- (a) **Skiers who ski in any area not designated for skiing within the permit area, assume the inherent risks thereof.**
- (b) **Skiers shall be the sole judges of the limits of their skills and the ability to meet and overcome the inherent risks of skiing and shall maintain reasonable control of speed and course.**
- (c) **Skiers shall abide by the directions and instructions of the ski area operator.**
- (d) **Skiers shall familiarize themselves with posted information on locations and degree of difficulty of trails and slopes to the extent reasonably possible before skiing on any slope or trail.**
- (e) **Skiers shall not cross the uphill track of any surface lift except at the points clearly designated by the ski area operator.**
- (f) **Skiers shall not overtake any other skier except in such a manner as to avoid contact and shall grant the right of way to the other skier.**
- (g) **Skiers shall yield to other skiers when entering a trail or starting downhill.**
- (h) **Skiers must wear retention straps or other devices to prevent runaway skis and snowboards.**
- (i) **Skiers shall not board rope tows, wire rope tows, J-bars, T-bars, ski lifts or other similar devices unless they have sufficient ability to use the device and skiers shall follow any written or verbal instructions that are given regarding the device. Skiers shall request instructions if unfamiliar with any ski lift device before boarding it.**
- (j) **Skiers, when injured in a skiing accident, shall not depart from the ski area without leaving their names and addresses if reasonably possible.**
- (k) **A skier who is injured should, if reasonably possible, give notice of the injury to the ski area operator before leaving the ski area.**
- (L) **Skiers shall not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.**
- (2) **Violation of any of the duties of skiers set forth herein entitles the ski area operator to withdraw the violator's privilege of skiing.**

**SKIERS / SNOWBOARDERS / SNOWRIDERS ASSUME CERTAIN RISKS**

O.R.S. 30.975 PROVIDES THAT AN INDIVIDUAL WHO ENGAGES IN THE SPORT OF SKIING, ALPINE OR NORDIC, ACCEPTS AND ASSUMES THE INHERENT RISKS OF SKIING INsofar AS THEY ARE REASONABLY OBVIOUS, EXPECTED OR NECESSARY. INHERENT RISKS OF SKIING INCLUDE, BUT IS NOT LIMITED TO, THOSE DANGERS OR CONDITIONS WHICH ARE AN INTEGRAL PART OF THE SPORT, SUCH AS CHANGING WEATHER CONDITIONS, VARIATIONS OR STEEPNESS IN TERRAIN, SNOW OR ICE CONDITIONS, SURFACE OR SUBSURFACE CONDITIONS, BARE SPOTS, CREEKS AND GULLIES, FOREST GROWTH, ROCKS, STUMPS, LIFT TOWERS AND OTHER STRUCTURES AND THEIR COMPONENTS, COLLISIONS WITH OTHER SKIERS AND A SKIER'S FAILURE TO SKI WITHIN THE SKIER'S OWN ABILITY.