



## **Waiver of Claims Arising From Inherent Risks, Indemnity and Arbitration Agreement -READ VERY CAREFULLY BEFORE SIGNING**

I, on behalf of myself, my heirs, legal representatives, successors and assigns, (hereinafter "RELEASOR"), in consideration for being allowed by [Powder Ridge Mountain Park & Resort, LLC] to use its facilities, use its equipment and to participate in alpine adventure activities, **hereby release it, its affiliates, successors, subsidiaries, managers and employees, (hereinafter "RELEASEES"), from any and all injury, damage or death claims resulting from risks inherent in the activities in which I am about to engage in.** RELEASOR acknowledges that these inherent risks include, but are not limited to: climbing; slipping; falling; jumping; collisions with objects and other people; artificial and natural surfaces, including slippery surfaces; air born activities; rough or uneven terrain, including trails, rocks and tree roots; failure of my equipment; and, weather related conditions. RELEASOR knows that alpine adventure activities can be inherently hazardous, and that participants commonly injure themselves as a result of these inherent risks. **RELEASOR freely assumes the risk for all injuries, damages or death caused by, or related to, risks inherent to the activity in which I am about to engage.**

RELEASOR agrees that any claim by any party arising out of my participation in any activity shall be submitted for arbitration to the American Arbitration Association, and not by way of civil lawsuit filed in either the state or federal courts. Three arbitrators, including one neutral, shall be utilized. They shall decide if the injuries and damages claimed by RELEASOR arise out of risks inherent to this activity. I agree to abide by the arbitrators' decision, and refrain from pursuing damages by way of civil law suit, if it is determined by the arbitrators that my injuries or damages arose out of said inherent risks.

I agree that every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable on RELEASOR.

I represent that I am physically fit, possess adequate skill and that I am up to the challenge of the activity in which I am about to engage. I take responsibility for the inspection and maintenance of my own equipment, and I have been given an opportunity to inspect the venue and agree, by virtue of my decision to participate, that the venue is reasonably safe.

RELEASOR agrees to indemnify and hold harmless the RELEASEES for all defense costs, fees, settlements, judgments and the like, including attorney fees, arising out of any claim that is related to injuries caused by the inherent risks.

I know that by signing this agreement, I am giving up legal rights, and freely choose to sign this agreement. I have been given adequate time to consider this agreement and to negotiate revisions.

**I HAVE READ AND UNDERSTOOD THIS ENTIRE DOCUMENT. I HAVE NOT BEEN FORCED TO SIGN THIS AGREEMENT UNDER DURESS OR TIME CONSTRAINTS. I HAVE BEEN GIVEN AN OPPORTUNITY TO SPEAK WITH A REPRESENTATIVE OF THE RELEASEES TO DISCUSS ANY QUESTIONS THAT I MIGHT HAVE.**

Name of Participant: \_\_\_\_\_

Signature of Participant : \_\_\_\_\_

Date \_\_\_\_\_

**CONSENT AND RELEASE OF PARENT OR GUARDIAN**

I am the parent or guardian of \_\_\_\_\_ (Child). My Child is fit for the event, and I consent to my Child's participation. **I HAVE READ AND I UNDERSTAND THE ABOVE CONTRACT.** In consideration of allowing my Child to participate, I consent to the contract and agree that **ITS TERMS SHALL LIKEWISE BIND ME, MY CHILD,** my heirs, legal representatives, and assignees. **I HEREBY RELEASE AND SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE RELEASEES LISTED ABOVE FROM EVERY CLAIM AND ANY LIABILITY** arising out of risks inherent in any activity. I, likewise, promise not to sue the entities referenced above on my behalf of behalf of my Child. I agree to the indemnity terms set forth above, and agree to the arbitration terms set forth above.

Name of Parent or Guardian: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Date \_\_\_\_\_