

**SUNDOWN MOUNTAIN
RELEASE OF LIABILITY**

I, the participant in an event at Sundown Mountain, know, understand and agree that skiing and snowboarding involve both known and unknown risks, dangers and hazards. These risks, dangers and hazards include, but are not limited to, changing weather and snow conditions, changing trail conditions, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers/riders or equipment, and exceeding my own abilities. Ski terrain may have moguls, forest growth, trees, rocks and debris, lift towers, snowmaking equipment and moving or stopped skiers/riders.

I agree, as a condition of being allowed to use the ski area facility and premises, that I freely accept and voluntarily assume all risks of personal injury or death or property damage, AND I RELEASE, INDEMNIFY AND HOLD HARMLESS SUNDOWN MOUNTAIN AND THEIR AGENTS, EMPLOYEES, VOLUNTEERS, DIRECTORS, OFFICERS AND SHAREHOLDERS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY OR PROPERTY DAMAGE WHICH RESULTS IN ANY WAY FROM THEIR NEGLIGENCE OR FAULT, CONDITIONS ON OR ABOUT THE PREMISES AND FACILITIES, THE OPERATIONS OF THE SKI AREA (INCLUDING, BUT NOT LIMITED TO, GROOMING, SNOW MAKING, SKI LIFT OPERATIONS, SKI PATROL OPERATIONS, ACTIONS OR OMISSIONS OF EMPLOYEES VOLUNTEERS OR AGENTS OF THE AREA), OR MY PARTICIPATION IN SKIING/RIDING OR OTHER ACTIVITIES AT THE AREA, ACCEPTING FOR MYSELF THE FULL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL SUCH DAMAGE OR INJURY OF ANY KIND WHICH MAY RESULT.

Further, I agree to visually inspect the ski trail prior to the event in which I will be participating. If I am not willing to accept the risk of injury associated with the event I will not participate.

In signing below, I certify that I have read, understand and accept this Release of Liability Agreement. I also understand this Release of Liability to be legally binding.

Date: _____
_____ (Participant's Signature)

(Please Print Your Name)

(Signature of Parent or Guardian if participant is under 18 years of age)