

The undersigned must be over 18 or be the parent or legal guardian of Athlete and recognized that the participant is 18 years or younger.

Athlete warrants and represents that he/she is in good health, and has sufficient health insurance and/or medical coverage policy; should accident or injury occur. Participant accepts and understands that participating on the team, skiing, snowboarding, mogul course, and jumping provided by MFT located at Snowbowl Mt, (hereinafter referred to as "**Activity**") and the sport of skiing and snowboarding are **HAZARDOUS** sports that have many dangers and risks. It is further understood that mogul course training, jumping, air bag use and slopestyle activities are more **HAZARDOUS** than recreational skiing/snowboarding. Participant realizes that injuries are common and an ordinary occurrence of this sport. Participant agrees as a condition of being allowed to be an MFT team member, to use the ski area facility and premises, that Participant freely accepts and voluntarily **ASSUMES ALL RISKS OF PERSONAL INJURY OR DEATH** and for property damage which results in any way from negligence, conditions on or about the premises and facilities, the operation of the ski area including, but not limited to actions or omissions of employees or agents of MFT or the ski area, or Athlete's participation in on-mountain activities, training, any exhibition and instruction, or other activities at the ski area.

Athlete agrees with the premise that Athlete is an Athlete at all times, whether practicing for activities with the MFT team and/or in competitions, and instruction. Athlete agrees that he/she is always provided an opportunity to conduct a reasonable visual inspection of the training course and jumps. Athlete understands that he/she will be held to assume the risk of all jump conditions, jump construction, mogul course use or layout and obstacles.

WARNING

Participant assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of jumping, mogul course and slopestyle activities of any kind, skiing/snowboarding and may not recover from MFT and/or Snowbowl for any injury resulting from any of the inherent dangers and risks of slopestyle jumping, mogul course and practice jump, air bag, skiing/snowboarding including, but not limited to: (a) changing weather conditions; (b) snow or ice conditions as they exist or may change, such as hard pack, powder, packed powder, wind pack, corn, crust, slush, cut-up snow, machine-made snow, avalanches, or snow immersion; (c) surface or subsurface conditions such as bare spots, forest growth, rocks, stumps, streambeds, cliffs, trees, and other natural objects; (d) variations or steepness in terrain, whether natural or as a result of slope design, snowmaking or grooming operations, and other modifications such as terrain parks, and terrain features such as jumps, rails, fun boxes, and all other constructed and natural features such as half pipes, quarter pipes, or freestyle-bump terrain; (e) impact with lift towers and other structures and their components such as signs, posts, fences or enclosures, hydrants, or water pipes; (f) collisions with other jumpers/skiers/snowboarders; (g) participation in, or practicing or training for, exhibitions/instruction or special events; and (h) the Participants failure to jump, ski or ride within their own ability.

3. Athlete hereby assume all risks which may be associated with and/or result from his/her involvement in such **Activity** and releases and indemnifies MFT and Snowbowl and Affiliates (hereinafter "MFT/Snowbowl"), its subsidiaries and their respective members, owners, directors, assignees, subsidiaries, managers, agents, and employees of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that

may be sustained by Participant while participating in the **Activity**, including, but not limited to, those injuries and damages caused by the negligence and/or breach of warranty, express or implied, on the part of MFT/Snowbowl.

4. Participant is aware of the MT statute related to inherent risk that states:

27-1-753. Limitation on liability in sport or recreational opportunity.

(1) A person who participates in any sport or recreational opportunity assumes the inherent risks in that sport or recreational opportunity, whether those risks are known or unknown, and is legally responsible for all injury or death to the person and for all damage to the person's property that result from the inherent risks in that sport or recreational opportunity.

(2) A provider is not required to eliminate, alter, or control the inherent risks within the particular sport or recreational opportunity that is provided.

(3) (a) Sections **27-1-751** through **27-1-754** do not preclude an action based on the negligence of the provider if the injury, death, or damage is not the result of an inherent risk of the sport or recreational opportunity.

(b) This section does not prohibit a written waiver or release entered into prior to engaging in a sport or recreational opportunity for damages or injuries resulting from conduct that constitutes ordinary negligence or for risks that are inherent in the sport or recreational opportunity.

(c) Any waiver or release for a sport or recreational opportunity must:

(i) state known inherent risks of the sport or recreational opportunity; and

(ii) contain the following statement in bold typeface: By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

(d) Any waiver or release for a sport or recreational opportunity may still be challenged on any legal grounds.

(e) Any waiver or release for a sport or recreational opportunity executed in compliance with this section is not prohibited by or subject to the provisions of **28-2-702**.

(4) Sections **27-1-751** through **27-1-754** do not apply to a cause of action based on the design, manufacture, provision, or maintenance of sports or recreational equipment or products or safety equipment used incidental to or required by the sport or recreational activity.

5. By execution of this release MFT/Snowbowl shall be indemnified for any injury to other person(s) or property which Athlete may cause as a result of engaging in the **Activity**.

6. Athlete authorizes MFT/Snowbowl and/or its authorized personnel to call for medical care for him/her or to transport him/her to a medical facility or hospital if, in the opinion of such personnel, medical attention is necessary. Further, Participant agrees to pay all costs associated with such medical care and related transportation provided for him/her and shall indemnify and hold harmless MFT/Snowbowl of and from any costs incurred therein.

7. PARTICIPANT CONTRACTUALLY AGREES that any and ALL DISPUTES between himself/herself and MFT/Snowbowl arising from his/her participation in the **Activity**, INCLUDING any claims for personal injury and/or death, WILL BE GOVERNED BY THE LAWS OF THE STATE OF MONTANA.

8. IN THE EVENT ANY SECTION OF THIS RELEASE IS FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE FULLY ENFORCEABLE.

9. THIS RELEASE SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.

10. This release shall be binding upon Athlete's assignees, subrogors, distributees, heirs, estate, next of kin, executors, personal representatives, and administrators and may be pled by Snowbird as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Participant.

I HAVE CAREFULLY READ THE FORGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. *If Participant is under the age of 18, I AM PARENT OR LEGAL GUARDIAN OF THE PARTICIPANT BEING 17 YEARS OF AGE OR YOUNGER.*

ALL PARTICIPANTS UNDER 18 YEARS OF AGE MUST HAVE A PARENTS SIGNATURE ON THIS WAIVER

PARTICIPANT
NAME _____

PARTICIPANT AGE _____ MALE / FEMALE (circle one)

PARTICIPANT
ADDRESS _____

PARTICIPANT PHONE and Email address

PARENT OR LEGAL GUARDIAN -if applicable
(PRINTED) _____

PARENT OR LEGAL GUARDIAN -if applicable
ADDRESS _____

PARENT OR LEGAL GUARDIAN -if applicable
PHONE _____

CONTACT PERSON IN CASE OF
EMERGENCY _____

CONTACT PERSON PHONE IN CASE OF
EMERGENCY _____

PARENT OR LEGAL GUARDIAN or participant signature (if over 18)
SIGNATURE _____