

SKI APACHE SNOW SPORTS RELEASE AND WAIVER AGREEMENT

This release and waiver covers all Snow Sports Learning Center activities, special events & races, and tubing at Ski Apache Resort

CHECK ALL THAT APPLY: Group Lesson _____ Private Lesson _____ Ski _____ Snowboard _____ Ski Apache Rental _____

Adventure Center _____ Kids Klub _____ Race/ Competition _____ Special Event _____ Tubing _____

In consideration of Ski Apache and Inn of the Mountain Gods Resort & Casino, their employees, officers, owners, directors, affiliates and related corporations (hereinafter "Ski Apache"), allowing Participant to participate in Winter activities at Ski Apache with this ticket it is agreed that:

1. Participant is aware that participation in winter activities, particularly skiing and snowboarding, in all it's various forms, including taking lessons and the use of all types of equipment; the use of all Terrain Park features; any jumping at any location; and the use of chairlifts, gondolas or surface tows INVOLVE RISKS OF PROPERTY DAMAGE, INJURY OR DEATH that no amount of care, caution, instruction or expertise can eliminate. Such dangers include, but are not limited to, variations in terrain and surface conditions, falls, loss of control, collisions with other people or with natural and man made objects, and potential falls from or other accidents involving terrain features or chairlifts or other forms of transportation or vehicles that may be necessary for the conduct of resort activities. **PARTICIPANT FREELY ASSUMES ALL RISKS**, whether the actual risk is known or unknown to participant at the time of executing this release and waiver agreement and including the risk of any negligence of Ski Apache or any of the resorts' employees, volunteers, agents or representatives.
2. Participant understands and accepts that surface conditions on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, sleet, hail and ice, such that walking or other daily activities may become dangerous. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS**, including the risk of any negligence of Ski Apache or any of the resorts' employees, volunteers, agents or representatives.
3. PARTICIPANT AGREES TO FOREVER RELEASE AND TO NOT SUE SKI APACHE, its directors, employees, volunteers, agents or representatives for any injuries or property damage caused by or resulting from any access to Ski Apache's premises or by participation in any winter activities, including but not limited to incidents arising out of Ski Apache's alleged negligence. Participant further agrees for him/herself and his/her heirs, assigns and representatives to indemnify and hold harmless Ski Apache from any and all losses, claims or proceedings of any kind which may be initiated by Participant or by any other person or organization on Participant's behalf, including but not limited to reasonable attorney fees incurred by Ski Apache.
4. PARTICIPANT IS AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT S/HE IS RELEASING LEGAL RIGHTS FOR HIM/HERSELF, HIS/HER HEIRS AND ALL THIRD PARTIES ACTING ON PARTICIPANT'S BEHALF. Participant represents that s/he has voluntarily entered into this agreement and has made no misrepresentations regarding participant's name, age or any other information herein. Participant further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by law and that if any portion or paragraph is held invalid, the balance shall continue in full legal force and effect.

On behalf of myself and on behalf of the Participant herein(required if Participant is a minor), I agree for myself and for Participant to be bound by all terms and conditions of the foregoing agreement, including to indemnify and hold Ski Apache harmless as set forth above.

Full Name of Participant _____ Date of Birth _____

Address of Participant _____ City, State, Zip _____

Phone _____ Email _____

Signature of Participant _____

Name of Responsible Party, if participant is under 18 years old _____

Signature of Responsible Party _____ Date _____