

**MOUNTAIN HIGH RESORT  
TEAM MOUNTAIN HIGH  
ACKNOWLEDGMENT OF RISKS & HAZARDS  
LIABILITY RELEASE 2017/2018**

Participant Name: \_\_\_\_\_ Age: \_\_\_\_\_ Parent/Guardian \_\_\_\_\_  
Please Print Clearly Please Print Clearly

**Assumption of Risk:** As the identified Team Mountain High participant and as user of the Mountain High Resort area and surrounding premises thereof, the user agrees and understands and is aware that participation in Team Mountain High Resort (TMH) race programs are forms of alpine activities, that **ALL** Alpine activities, including but not limited to **THE SPORT OF SNOW SLIDING IN ITS VARIOUS FORMS**, (including the use of Alpine, Snowboard, Specialized Adaptive (Disabled) equipment, and/or other snow sliding equipment: AND the use of "All Mountain Freestyle Parks", Terrain Features, features that may exist on any open trail, any intentional or unintentional jumping at any location, and the associated use of surface or aerial lifts, are **HAZARDOUS ACTIVITIES** involving exposure to inherent and other risks of injury, death or property damage or economic loss. Your child's safety and the safety of others is directly affected by his/her own judgment. Any use, of manmade terrain, including rails or boxes require additional skills and each participant is at a higher risk of injury and or death, **ALL** participants are given the opportunity to inspect any terrain feature and terrain areas prior to any use. Despite the risk involved in alpine activities and in consideration of the right to have my Child participate in the Winter Sports School Lesson programs and the use of the facilities at Mountain High, I, voluntarily on behalf of myself and/or as the parent or guardian of the minor child identified herein, **ACCEPT AND ASSUME ALL RISKS OF INJURY OR DEATH, OR PROPERTY DAMAGE** that might be associated with or result from these activities.

**Additionally**, I have as the parent or guardian the legal right and or permission to enter into this agreement on behalf of the minor child identified herein. These risks include, but are not limited to, continually changing weather conditions and visibility, surface and sub-surface snow or ice conditions, design and conditions of natural or man-made terrain features, boxes and rails that may exist throughout the resort area, variations in terrain, moguls, bare spots, rocks, ruts, stumps, trees, lift towers, snowmaking equipment, poles, ropes, posts, grooming vehicles, snowmobiles, manmade rails, other terrain apparatus, uneven or slippery conditions, which may be present on roads, parking lots, walkways, and any other areas exposed to the elements of nature and are subject to the deposit, melting and refreezing of snow, rain, sleet, ice, such that walking or other regular daily activities may become dangerous, collisions with other participants and the failure to ski or board within one's own ability. I acknowledge that it is up to me and/or my child or dependent to have the physical dexterity and knowledge to safely load, ride and unload a lift, and that my child and/or dependent may use lifts without an adult present. I further agree that all of these risks and dangers are necessary to the sport of Skiing and Snowboarding. In recognition of these risks; **I VOLUNTARILY ACCEPT AND ASSUME ALL RISKS OF INJURY, DEATH OR PROPERTY DAMAGE** that might be associated with or a result of my presence at Mountain High Resort.

\_\_\_\_\_ (Initial)

**Release of Liability:** To the fullest extent allowed by law, I on behalf of myself and/or as the parent or guardian of the minor child identified herein, agree **to HOLD HARMLESS and INDEMNIFY, and RELEASE FROM LIABILITY** Mountain High Reunited, L.L.C., and promise not to bring a claim or suit against, its parent company, owners, officers, directors, agents, employees, and landowners for any personal injury, death, or property damage resulting from participation in the sporting activity or use of the resort facilities, whether caused by **NEGLIGENCE** or by any other reason. I understand that this release of liability applies for the entire 2017/2018 ski/board season till June 30, 2018.

I understand and agree that this agreement is intended to be as broad and inclusive as is permitted by law, and if any portion is held invalid, the balance shall continue in full legal force and effect. I further agree that any claim that is brought at any time for any reason against the releases be submitted to the jurisdiction of the Courts of Los Angeles County North District, and **none other**, and shall be governed by the Laws of the State of California. I have made no misrepresentations to persons or staff at Mountain High Resort, including, but not limited to, name or age. \_\_\_\_\_

**I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ, UNDERSTOOD AND ACCEPTED EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY WHICH MAY LEGALLY PREVENT ME OR ANY OTHER PERSON FROM FILING SUIT, OR MAKING OTHER CLAIMS FOR DAMAGES, IN THE EVENT OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE. I HAVE FREELY AND VOLUNTARILY SIGNED THE AGREEMENT IN EXCHANGE FOR PARTICIPATION IN ACTIVITIES ASSOCIATED WITH MOUNTAIN HIGH WINTER SPORT SCHOOL OR ANY OTHER ACTIVITIES AT OR ON MOUNTAIN HIGH RESORT PROPERTY.**

**I Consent to for use by Mountain High Resort any pictures (Video and print) for commercial purposes or otherwise, (or of my child) in connection with my activities at Mountain High Resort. I also understand these photos or other materials are the sole property of the resort and may be used at their discretion. Additionally, I agree and understand I will receive no compensation for their use either now or in the future.**

I have read and understand the above statements and I do read/understand English. \_\_\_\_\_ (Initial)

Signature (Parent/Guardian): \_\_\_\_\_ Date: \_\_\_\_\_

Participants Signature \_\_\_\_\_ Date: \_\_\_\_\_