

LIABILITY RELEASE, ACKNOWLEDGEMENT OF RISKS AND HAZARDS AND AGREEMENT NOT TO SUE

PLEASE READ CAREFULLY BEFORE SIGNING

I UNDERSTAND THIS RELEASE IS VALID FOR ALL FUTURE PARTICIPATION IN CITYLEAGUE SKI RACING AND WILL NOT EXPIRE.*

Fill out, scan, save as PDF and return via email to wendy@cityleague.com or mail to: CityLeague Sports, Inc., PO Box 60002, Shoreline, WA 98160

WARNING: Use of *The Summit at Snoqualmie*® resorts, facilities, equipment and premises, hereafter "facilities", including but not limited to: skiing, snowboarding, other recreational activities and the use of aerial and surface lifts, is HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control, both on the ground and in the air, of your physical body while properly using your equipment in variable weather and other conditions. Ski, ride and participate in these activities only within your own ability. Your safety and that of others is directly affected by your judgment in the severe elements of mountain terrain. Be alert to all risks, hazards and dangers at these resorts, including but not limited to: variations in terrain (including steepness and other variations, whether natural or as a result of slope or trail design), race courses, terrain parks, elements or features, surface or subsurface snow or ice conditions (whether natural or machine-made); bare spots; rocks, trees, stumps and other forms of forest growth or debris; lift towers and components thereof and other ski area components including lights, fences, posts and signs, race gates, race course boundary ribbons (all of the foregoing whether above or below snow surface); pole lines and plainly marked or visible snowmaking equipment, other equipment, vehicles and machines including snowmobiles and snowcats; collisions with other participants or other persons (whether as a result of failure to ski, ride, race or participate in these activities within their own ability or otherwise) or collisions with any of the risks included in this paragraph (whether natural or man-made).

I, the undersigned, hereby express my desire and approval for my, and/or my child(ren)'s participation in the **CityLeague Ski Racing**, hereafter "the Program". The term CityLeague Ski Racing includes all CityLeague Ski Race Programs, including CityLeague Races, RaceMeisters, Race Camps & any other programs that may be offered by **CityLeague Sports, Inc.** I acknowledge that such participation will include, without limitation, participation in various types of snowsports and racing instruction and activities and the use of The Summit at Snoqualmie's equipment, as well as the slopes, trails, terrain parks, terrain features, elements, jumps and half-pipes and related facilities, including ski lifts. I further acknowledge that participation in the Program is voluntary and entirely at my risk and/or that of my child(ren). It is recommended that participants in the Program, wear a helmet, either a rental helmet, or their own. I acknowledge that no helmet can protect the wearer against all possible or foreseeable impacts and injuries to the head. I acknowledge that the use of a helmet does not and cannot guarantee my safety and/or the safety of my child(ren) and may not prevent or reduce some types of serious injuries or death.

I may also be performing tasks as a volunteer for **CityLeague Sports, Inc.**, including but not limited to setting up safety fencing, setting race courses, maintaining the course while in use, running the start gate, working in the race shack announcing and running the computer program, taking down and putting away fencing and course at completion of race, coaching for RaceMeisters, Race Camps or any other programs that may be offered by **CityLeague Sports, Inc.** I understand and agree this **RELEASE** also applies to activities completed by volunteers.

In consideration of being permitted to use *The Summit at Snoqualmie* facilities and for my and/or my child(ren)'s involvement in the Program, I agree that I will not sue or make a claim against **CityLeague Sports, Inc.**, Boyne USA Inc., or any of its owners, officers, agents, or subsidiaries, including but not limited to, Ski Lifts Inc., and the U.S. Government or any of (their/its) employees, agents contractors, subsidiaries, officers ("Released Parties") (*hereinafter "Releasees"*) for any loss, injury or damage resulting from any cause including negligence, which arises out of my participation in any activity at the ski area, including but not limited to, use of the slopes, equipment, or any of the facilities or services on the premises. I further agree to **RELEASE, HOLD HARMLESS, and INDEMNIFY CityLeague Sports, Inc.,** Boyne USA Inc., or any of its owners, officers, agents, or subsidiaries, including but not limited to, Ski Lifts Inc., and the U.S. Government or any of (their/its) employees, agents, contractors, subsidiaries, officers ("Released Parties") for any loss, injury or damage which arises out of my participation as described above. This release is also binding as to any other person, including all family members, heirs, and executors. I authorize Releasees to administer first aid as they deem necessary. I authorize transportation to a medical facility, at my sole expense, if deemed necessary by Releasees. Further, in the case of serious illness or injury, if I cannot be reached, I give permission for treatment, including medical and/or surgical care necessary for the well-being of my child(ren), solely at my expense. I agree that upon transporting myself and/or the child(ren), to any medical facility, clinic or hospital that the responsibility of the Releasees shall be totally fulfilled and the Releasees shall have no further responsibility. I understand that Releasees will, to the best of their ability; attempt to notify me as soon as possible in the event of an emergency.

This document is a legally binding contract and supersedes any other agreements or representations by or between the parties and is governed by the laws of the State of Washington. It shall be interpreted to provide as broad and inclusive a **RELEASE OF LIABILITY** as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law. I agree that exclusive jurisdiction and venue for any legal action involving parties or issues relating to or arising out of participation in the Program, and/or this agreement, against the Releasees, shall be in the courts of King County, Washington, and such courts shall have personal jurisdiction. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, I UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I (OR THE MINOR CHILD) OTHERWISE MAY HAVE. I agree that this is a **RELEASE OF LIABILITY AND AGREEMENT NOT TO SUE**, which will legally prevent me, or any other person, from filing suit or making any other claims for damages in the event of personal injury, death and/or property damage. I freely and voluntarily enter into this agreement. I understand that participation in the Program, and permission to use the resorts, their facilities, premises and equipment is being given to the undersigned participant (or guardian) in exchange for the execution of this **LIABILITY RELEASE AND AGREEMENT NOT TO SUE**. I have made no misrepresentations to the Releasees regarding my name, age or any other information. This **LIABILITY RELEASE** and all its components shall survive and continue in force beyond the termination of the current season with respect to any liability, injury or damage occurring prior to such termination.

IF I AM SIGNING ON BEHALF OF A MINOR: I accept full responsibility for all medical expenses and claims related to the minor's participation in any activity as described above. I agree to **RELEASE, HOLD HARMLESS, and INDEMNIFY** the Released Parties from all claims brought by or on behalf of the minor. As parent or guardian of the child(ren) named on this form (each, the "Child"), I have authority to enter into this agreement on behalf of the Child. I agree to **INDEMNIFY, DEFEND AND HOLD HARMLESS** the Releasees for any and all claims whatsoever brought by the Child and all claims whatsoever brought by any third party arising in connection with the Child's participation in the Program, or which arise out of such Child's presence and/or activities on the Releasees premises. **I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT AND AM EXECUTING IT ON BEHALF OF THE CHILD, AND THAT THE CHILD AND I WILL BE BOUND BY ALL ITS TERMS.**

* If, in the future, the terms of the Release are edited or changed by **CityLeague Sports, Inc.**, THEN AN UP-DATED SIGNATURE WILL BE REQUIRED. (9/5/2017 edition)

AGREED TO BY (Signature): _____ *(Parent Signs, if for minor).* **Today's Date:** _____

Print Name of Participant: _____ **Print Parent Name, if for minor:** _____

Email: _____ **Phone:** _____ **If Minor - Birthdate:** _____