

**SCHOOL PROGRAM  
FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

The undersigned, being at least 18 years of age, hereby represents that he or she is the parent or guardian of \_\_\_\_\_ (hereinafter referred to as the 'child) and, in exchange for Sipapu Recreational Development II, LLC (hereinafter referred to as Ski Company) making these services available to me and the child, hereby contracts and agrees as follows.

**PART 1- SKI SCHOOL**

For myself and for the child, the undersigned agrees and understands that skiing/snowboarding is a **HAZARDOUS ACTIVITY** which may result in **INJURY** or **DEATH** to my child **DURING** his/her participation in Sipapu Recreational Development II, LLC Ski School (hereinafter referred to as Ski School) I also understand that my child will be using **SKI LIFTS WITHOUT A SKI SCHOOL INSTRUCTOR OR OTHER ADULT PRESENT**. Trail conditions vary constantly because of weather changes and skier use and even the best equipment and instruction cannot prevent injury. Natural and inanimate obstacles, including other skiers, may exist and collisions do occur. **PARTICIPATION IN SKI SCHOOL SHALL NOT IN ANY WAY ELIMINATE THE INHERENT RISKS IN SNOW SKIING/SNOWBOARDING OR RIDING SKI LIFTS**. I hereby **ASSUME ALL RISKS** in connection with my child's participation in such activities including but not limited to personal injury and death, and **HEREBY COMPLETELY RELEASE** Ski Company, its representatives, agents, affiliates, officers, directors, servants and employees from **ALL LIABILITY** for any injuries, death or damages and from any claim or legal action by me, any other parent or guardian of the child, the child, anyone on behalf of the child, and by the child's estate, heirs and assigns arising in any way from my child's participation, including any claim based on **NEGLIGENCE**.

In addition, the parent/guardian signing below represents to Ski Company that they have the authority to enter into this contract on behalf of said **MINOR** and on behalf of any other parent or guardian of said **MINOR** and **AGREES TO DEFEND AND INDEMNIFY** and hold harmless Ski Company from any and all claims arising from the child's participation in Ski School and/or skiing/snowboarding and this contract brought on behalf of said **MINOR** or any other parent/guardian thereof even after the **MINOR** has attained majority, or from third parties injured by the **MINOR**, and hold Ski Company, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property.

The undersigned further **AUTHORIZES** anyone working at the Ski Company to call for such medical care for the child or to transport the child to the appropriate clinic or hospital if in the opinion of anyone working at the Ski Company, medical attention is needed for the child. The undersigned agrees that upon turning the child over to the undersigned or their designees or to any ambulance or other medical transport, medical facility, clinic or hospital, that the responsibility of Ski Company shall be totally fulfilled and Ski Company shall not have any further responsibility for the child. The undersigned **AGREES TO PAY** all costs associated with such medical care and related transportation for the child and **INDEMNIFY** and hold Ski Company, its representatives, agents, affiliates, directors, servants and employees harmless from any costs incurred therein, or any claims arising therefrom.

In exchange for, and in consideration of Ski Company making these classes and the ski area available to the child for participation in the sport of skiing/snowboarding, I **CONTRACTUALLY AGREE** that any and all disputes between myself and Ski Company arising from the child's use of these classes or the child's participation in the sport of skiing/snowboarding, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF NEW MEXICO**.

I have carefully read the foregoing **COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** and understand its contents, including the jurisdictional agreement I **ACKNOWLEDGE** and understand this is a **COMPLETE RELEASE AND INDEMNITY AGREEMENT**, that it includes any and all claims by the child, me or anyone else on the child's behalf for any reason, **INCLUDING NEGLIGENCE**, and that I am contractually agreeing to these terms **FREELY, FULLY AND WITHOUT RESERVATION** in exchange for the right to have the child participate in a ski school class and in the sport of skiing/snowboarding at this ski area.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

**CONTINUED ON BACK**

**PART 2: SKI/SNOWBOARD RENTAL FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

1. I accept from Sipapu Recreational Development II, LLC, hereinafter referred to as Ski Company, the equipment listed on this form for use as is, accept full responsibility for its safe use and its care while the ski/snowboard equipment is in the possession of the user and agree to return such equipment by the date below in clean and good condition, ordinary wear and tear excepted. **I agree to reimburse and hold harmless Ski Company for any loss or damage resulting from the use of such equipment and to pay Ski Company the retail cost and lost rental income of all equipment that is damaged, lost or not returned.**

2. I understand and am aware that skiing/snowboarding is a **HAZARDOUS** activity. I understand that the sport of skiing/snowboarding and the use of this equipment involves risk of injury to any and all parts of the user's body. I hereby agree that I freely and expressly assume and accept **ANY AND ALL RISKS** of injury or death and **AGREE NOT TO SUE** Ski Company, the Equipment Manufacturers or Distributors for any such injury or death.

3. I understand that the ski/snowboard equipment being furnished forms a part of or all of a ski-boot-binding/snowboard-boot-binding system which **WILL NOT RELEASE** at all times or under all circumstances, and that it is not possible to predict every situation in which it will or will not release, and that its use **CANNOT GUARANTEE** the user's **SAFETY** or freedom from injury while skiing/snowboarding. I further agree and understand that this equipment system may reduce but **DOES NOT ELIMINATE** the **RISK** of injuries to the user's legs. I also agree and understand that this equipment system **DOES NOT REDUCE** the risk of injuries to the user's **KNEES OR** any **OTHER** parts of the user's body.

4. I agree that I hereby **RELEASE SKI COMPANY, THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS** from any and all responsibility or liability for personal injuries, death or damages to the user of the equipment listed on this form, or to any other person. I agree **NOT TO MAKE A CLAIM AGAINST OR SUE** Ski Company, the Equipment Manufacturers or Distributors for personal injuries, death or damages relating to skiing/snowboarding and/or the use of this equipment. I hereby **RELEASE SKI COMPANY, THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS** from any such responsibility, whether it results from the use of this equipment by the user, or whether it arises or results from any cause, including **NEGLIGENCE** of Ski Company, the Equipment Manufacturers or Distributors or any others or other liability arising out of the maintenance, selection, mounting or adjustment of this ski/snowboard equipment or the user's participation in the sport of skiing/snowboarding.

5. In consideration for being able to rent this ski/snowboard equipment, I hereby agree to accept the terms and conditions of this contract. This document constitutes the final and entire agreement between Ski Company, the Equipment Manufacturers and Distributors and the undersigned. There are **NO WARRANTIES EXPRESSED or IMPLIED**, which extend beyond the description of the ski/snowboard equipment listed on this form.

6. If user is a **MINOR**, the undersigned parent/guardian signing below represents to Ski Company, the Equipment Manufacturers and Distributors that they have the authority to enter into this contract on behalf of said **MINOR** and on behalf of any other parent or guardian of said **MINOR**, and in exchange for Ski Company, the Equipment Manufacturers and Distributors making skiing facilities and this equipment available, the undersigned **AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SKI COMPANY, THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS** from any claim for personal injury, death or property damage from said minor, even after the minor has attained majority, and to hold Ski Company, the Equipment Manufacturers and Distributors, their representatives, agents, officers, directors and employees harmless from any claim, legal action, harm, injury, damages or loss to person and/or property made on behalf of the aforementioned minor or from third parties injured by the minor.

7. In exchange for, and in consideration of, Ski Company, the Equipment Manufacturers and Distributors making this equipment and the ski area available to the user for participation in the sport of skiing, I **CONTRACTUALLY AGREE** that any and all disputes between the user and Ski Company, the Equipment Manufacturers and Distributors arising from use of this equipment or participation in the sport of skiing/snowboarding, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF NEW MEXICO**.

8. I have made **NO MISREPRESENTATION** to the ski shop in regard to the user's height, weight, age or skier/snowboarder type.

9. I **VERIFY** that the indicators on the bindings correspond to the settings as shown on this form and that only I am responsible for choosing my skier/snowboarder type.

10. All instructions on the use of the rental equipment have been made clear to the user of the ski/snowboard equipment, and the user understands the function of the equipment.

11. If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties.

12. I understand that ski company recommends that I obtain my own insurance coverage in case of any accident, injury or death.

13. I understand that ski company is in no way liable for any transportation to or from the ski company property.

I, the undersigned, **HAVE READ AND UNDERSTAND** the terms of the above Full Release from Liability and Indemnity agreement and I am signing it freely and of my own accord, realizing **IT IS BINDING** upon me, my heirs, assigns and, in the event I am signing it on behalf of **ANY MINORS**, that I have **FULL AUTHORITY TO DO SO REALIZING ITS BINDING EFFECT ON THEM** as well as me. I **AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM WAIVING MY LEGAL RIGHTS AS WELL AS THOSE OF ANY MINOR FOR WHOM I AM SIGNING**.

**PARENT OR GUARDIAN SIGNATURE** \_\_\_\_\_ Date \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_