

# MT. SHASTA BOARD AND SKI PARK WAIVER, RELEASE AND RENTAL AGREEMENT

**ACKNOWLEDGEMENT OF RISK:** I, on my behalf, and/or on behalf of the minor child named below, understand that the participation in any skiing / snowboarding activity, including but not limited to participation in the Learning Center (hereinafter referred to as "the Activity"), involves risk of serious injury, including permanent disability, death and other losses, to both me, and/or the minor child named below, as well as my property. I understand that these injuries and losses might result not only from my actions, and/or the actions of the minor child named below, but the actions and negligence of others and might occur both during the preparation for, and participation in "the Activity." As a condition precedent to participation in "the Activity", I agree that I, and/or the minor child named below, assume all risk of personal injury, death or property loss resulting from any cause whatsoever including, but not limited to, the inherent risks of skiing / snowboarding, the use of lifts, travel within or beyond the ski area boundaries; collision with other skiers or natural or man-made objects including, but not limited to, snowmaking and/or snow grooming equipment, lift towers and/or snowmobiles; or negligence on the part of the ski area operator and its employees. I, on my behalf, and/or on behalf of the minor child named below, waive all claims of liability against the ski area operator and its employees, agents, and assigns, including the right to file a lawsuit.

**WAIVER AND RELEASE:** In and for the consideration of services rendered by the Mt. Shasta Board & Ski Park Learning Center, I, on my behalf, and/or on behalf of the minor child named below, do hereby covenant and agree to **RELEASE and HOLD HARMLESS** Wintun Development Co., Inc. (DBA Mt. Shasta Board & Ski Park), all equipment manufacturers and distributors, any of their officers, directors, employees, agents, volunteers workers, sponsors of events, affiliates, agents, trainers, coaches, officials, event coordinators (hereinafter referred to as **RELEASEES**) from all claims by me and/or the minor child named below, for any liability, injury, loss or damage in any way connected with "the Activity" at the Mt. Shasta Board & Ski Park including, but not limited to, the minor child's preparation for and/or participation in "the Activity". Further I do hereby waive all claims of liability against releases including, but not limited to, the right to file a lawsuit. This waiver and release shall bind any and all parties who might attempt to pursue any legal action or claim on my behalf, and/or on behalf of the minor child listed below, including but not limited to personal representatives, heirs, beneficiaries, next of kin and/or assigns. I acknowledge this agreement is governed by the applicable laws of the State of California and shall remain in effect throughout the entire ski/board season. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

**INDEMNIFICATION AGREEMENT:** In and for consideration of receiving services from the Mt. Shasta Board & Ski Park, as herein above described, I agree to indemnify and hold harmless **RELEASEES, including, but not limited to, the Mt. Shasta Board & Ski Park**, and all other persons released by me, as herein above set forth, from any and all losses, liabilities, claims, demands, damages or judgments that they may incur as a result of my participation in the above "activity" or, in the case of a minor child for whom I am responsible, including, but not limited to, the minor child named below, any claim or action arising out of the minor child's participation in the "the Activity."

This document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability, but is not intended to assert any claims or defenses which are prohibited by law. The appropriate laws of the State of California govern this agreement. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. The provisions of Section 1542 of the Civil Code of the State of California provide: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor". The provisions of said code section and all laws of other states of like or similar effect, and the benefits, conferred by same, are hereby waived.

**MINOR INFORMATION:** I understand that participation in "the Activity" by the minor child named below may require the use of ski lifts and rope tows and that the minor child may ride lifts alone, with other guests or with other children, and that the use of lifts by the minor child involves a potential risk of injury. In case of malfunction of the minor child's ski equipment, I authorize Mt. Shasta Board & Ski Park employees to make any necessary repairs, or to replace the equipment with Mt. Shasta Board & Ski Park equipment if required, so that the child may continue participation in the "Activity". I recognize that medical or dental care may be necessary for the child. I authorize Mt. Shasta Board & Ski Park and its agents or employees to render first aid and to call for medical or dental care for the child if, in the opinion of Mt. Shasta Board & Ski Park first aid personnel, medical or dental care is needed. I agree to pay for all expenses and costs associated with such care and related transportation.

**RENTAL INFORMATION:** I, on my behalf, and/or on behalf of the minor child named below, accept for use **AS IS** the equipment listed on the rental form, and accept full responsibility for the care of the equipment while it is in my possession and/or the possession of the minor child named below. I will be responsible for the care of any equipment rented under this form until returned to the rental shop. I agree to return all rental equipment by the agreed date in clean condition to avoid any additional charges. I and/or the minor child named below have received instruction on the use of the equipment and fully understand its use and function. I have made no misrepresentations to the Rental Shop concerning my weight, height, age or skier / snowboarder type and/or the weight, height, age or skier / snowboarder type of the minor child named below. Skiers: I verify that the visual indicators on my bindings correspond to the settings as shown on the rental agreement form. Snowboarders: I understand that board/foot/binding system will not ordinarily release during use, nor is it specifically designed to release as a result of forces induced during ordinary operation and therefore is absolutely no guarantee for my safety and/or the safety of the minor child named below. I authorize Mount Shasta Board & Ski Park to charge my credit card number for the cost of replacement or damage repairs. No repair costs will be charged if Damage Waiver is purchased.

**I HAVE READ, UNDERSTAND, AND AGREE TO THIS RENTAL AGREEMENT AND RELEASE OF LIABILITY**

**SIGNATURE:** X \_\_\_\_\_ **Date:** \_\_\_\_\_

Parent/Guardian: If the user is a minor, I verify that I have authority to enter into this agreement on behalf of the equipment user and I agree, on behalf of the equipment user and on behalf of myself individually, to be bound by all terms and conditions of this agreement.

**NAME OF MINOR:** \_\_\_\_\_ **School** \_\_\_\_\_