

# Alpine Adventures 2009/2010 Assumption Of Risk, Warnings, Indemnity Agreement and Release Of Liability Agreement

Participants Name \_\_\_\_\_ Birth Date \_\_\_\_\_

Participants Full Legal Name \_\_\_\_\_

Phone (Hm.) \_\_\_\_\_ (Day) \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

If a minor, parent's full legal name \_\_\_\_\_

I understand and agree that I will be participating in the activities of Alpine Adventures, Sportravel, Alpine Juniors, Alpine Jr. Skiers, Snowdrifters, and/or Winterset (hereafter referred to collectively as "Alpine Adventures"). I accept full responsibility for the care of all ski/snowboarding/or other winter recreational equipment and I understand its proper use and maintenance. I will check all such equipment before each use and will not use it if any parts are worn, damaged or missing. I agree to not put my boots near any external heat source, and have only certified technicians do any binding work. I agree to always use a retention strap with any snowboard.

I understand that skiing, skiboarding, snowskating and/or snowboarding, including the following of staff provided tips and instruction (collectively called Winter Recreational Activities) are **HAZARDOUS** activities and include **UNEXPECTED DANGERS**. I understand that Winter Recreational Activities, including jumping and/or the use of terrain parks and the use of ski lifts, include inherently dangerous, manmade, and other substantial risks of death or injury to any part of this participant's body that reasonable care, caution, instruction, and equipment cannot eliminate. I know that these risks may involve any and all terrain, tree wells and other persons. I hereby **AGREE to FREELY, VOLUNTARILY and EXPRESSLY ASSUME and ACCEPT ANY and ALL RISKS of DEATH or ANY INJURY to ANY PART** of this participant's body while engaging in any Winter Recreational Activities. I agree to obey all skier/snowboarder responsibility codes.

I understand that any Alpine ski equipment being used forms a part of or all of a ski-boot-binding system which will **NOT RELEASE OR RETAIN** at all times or under all circumstances, and that its use cannot guarantee this participant's safety or freedom from any injury. I further agree and understand that any ski-boot-binding system or other winter recreational equipment does **NOT ELIMINATE THE RISK** of injuries to this user's knees or to any other part of this user's body. If Snowboard equipment is being used, I understand that these systems are designed to **NOT RELEASE** and do **NOT PROTECT** or **REDUCE THE RISK** of any type of any injuries to any part of the user's body, including the wrist, knee, or ankle. I understand that the wearing of a winter recreational activity specific approved helmet may reduce but will **NOT ELIMINATE THE RISK** of any injuries or death from head or neck injuries even at slow speeds.

I agree to forever **RELEASE** Alpine Adventures, and its staff, and expressly **INDEMNIFY** them (defend and hold Alpine Adventures harmless for any attorneys fees, costs, settlements and/or verdicts that result from any claims or lawsuits that result from the use of any equipment and/or activities of Alpine Adventures) for and hold them harmless for any and all responsibility or legal liability for any injuries or damages to the participant or to the participants parents, whether or not such injuries or damages are caused in any way by any **NEGLIGENT** act or omission on the part of Alpine Adventures, and/or it's staff or by any other person or cause. I understand and agree **NOT** to make any claim for any damages against or sue Alpine Adventures and/or it's staff, for any injuries relating to my participation in any Winter Recreational Activities and I accept full responsibility for any injuries or damages.

I have carefully read this Assumption Of Risk, Warnings, Indemnity Agreement, and Release Of Liability Agreement and understand it fully. I understand and am aware that this is a binding legal contract that completely releases Alpine Adventures from any liability or any claims which I may ever have. I understand that if any part of this agreement is held unenforceable that the remainder will stay in effect. I agree that this agreement will be interpreted pursuant to California Law.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

I verify that I am the parent/guardian of this minor participant and that this minor has my permission to participate in the activities of Alpine Adventures. I am aware of and have fully explained to this minor all of the equipment limitations and the inherent risks of injury or death in these activities and that these risks are being expressly assumed. I have the authority to enter into this agreement on behalf of this minor and agree on behalf of myself and any other parent/guardian to all of the above terms and conditions of this Assumption Of Risk, Warnings, Indemnity Agreement and Release Of Liability and to the terms and conditions of the Medical/Dental Release Agreement.

\_\_\_\_\_  
Signature of Parent/Guardian if Participant Is A Minor

\_\_\_\_\_  
Date  
09/10 med-lib-G v1 10/09