

Bay Area Council Ski Week Waiver and Release Agreement

Beaver Creek CO, Jan 21 -28 2006

ASSUMPTION OF RISK

I am aware that participation in the BAC Ski Week listed above, has, in addition to the usual risks, dangers and hazards associated with travel, alpine skiing and snowboarding, certain additional risks, dangers and hazards including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; exposed rock, earth, ice, trees or other natural objects; the condition of snow or ice on or beneath the skiing surface; changes or variations in the skiing surface or subsurface, including changes due to man-made or artificial snow, streams, creeks, glaciers and exposed holes in the snow pack above streams, creeks or glaciers; impact or collision with natural objects or ski lift towers, snow making equipment, snow grooming equipment or other structures, objects or equipment used in connection with skiing, snowboarding or ski racing; impact or collision with other skiers or spectators; avalanches; the failure to ski or snowboard safely or within one's own ability or within designated areas; negligence of other skiers and negligence on the part of the organizations or their staff. I am aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many are unmarked. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS, RESULTING THEREFROM.

I am aware and acknowledge that racing and training and practice for racing have inherent dangers and risks for any competitor. Racecourses may be icy, rutted and bumpy. I assume the risk of all course conditions including, but not limited to weather and snow conditions, course construction or layout, and obstacles. I am required to inspect physically and visually the course and area of competition prior to the beginning of competition and, by using the course, assume the risk of all course conditions. I am voluntarily participating in these races and training and practice for the race with the full knowledge of the dangers and risks involved and hereby agree to accept any and all risks or injury, paralysis, or death that may result.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration for my being permitted to participate in the Bay Area Council (BAC) Ski Week (hereinafter referred to as "the BAC Ski Week"), I hereby agree to the following:

- To waive any and all rights and claims for damages I have or may have in the future against the **BAC, Beaver Creek or Moguls Mountain Travel**, all sponsors, and their owners, landowners, directors, officers, agents, and employees, and their representatives (hereinafter collectively referred to as the "Releases");
- To release the Releases from any and all liability for any loss, damage, injury or expenses (including reasonable attorney's fees) that I may suffer or that my next of kin may suffer as a result of my participation in the BAC Ski Week, due to any cause whatsoever, including negligence of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property, breach of contract, or breach of any statutory or other duty of care except claims based upon willful or intentional misconduct;
- To hold harmless and indemnify the Releases from any and all liability for any property damage or personal injury to any third party, resulting from my participation in the BAC Ski Week;
- This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assignees and representatives in the event of my death or incapacity.
- If any part of this contract is determined to be unenforceable for any reason, it is intended that all other terms will be enforced in all other circumstances.

I AM OF THE FULL AGE OF 18 YEARS AND I HAVE CAREFULLY READ AND CLEARLY UNDERSTAND THIS RELEASE OF LIABILITY PRIOR TO SIGNING IT. I AM AWARE THAT BY SIGNING THIS RELEASE OF LIABILITY I AM WAIVING CERTAIN LEGAL RIGHTS, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND ASSIGNEES MAY HAVE AGAINST THE RELEASES. I VOLUNTARILY SIGN THIS WAIVER AND RELEASE AGREEMENT. IF UNDER THE AGE OF 18, PARENT OR GUARDIAN MUST SIGN.

PARTICIPANT: _____
(PLEASE PRINT NAME CLEARLY) DATE

SIGNATURE: _____

This agreement must be completed in full dated, and signed by the participant before the participant will be permitted to take part in this BAC Ski Week.