

**KIRKWOOD MOUNTAIN RESORT – Junior Expedition Teams - “JETS” 2011-2012**

**LIABILITY RELEASE AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING**

I expressly consent to participation by my minor child or children (hereafter, “Minor/s”) in all activities of the Kirkwood Mountain Resort Junior Expedition Team (hereafter, “JETS”). I understand that the sports of skiing, snowboarding, and other snow sports and recreational activities involve inherent and other risks of **INJURY and DEATH**, and that the activities of JETS involve additional risks from participation outside the boundaries of Kirkwood Mountain Resort (hereafter, “KMR”). In consideration of the participation in JETS by Minor/s, **I voluntarily agree to expressly assume all risks of injury or death** by Minor/s that may result from skiing, snowboarding, or any other activity (collectively, “Activities”) at KMR, or in connection with traveling and participating with JETS. **I AGREE TO RELEASE** Kirkwood Mountain Resort, LLC, all sponsors of and contributors to JETS, all equipment manufacturers and distributors, and respective owners, parent companies, subsidiaries, affiliates, landowners, shops, officers, directors, employees, volunteers, attorneys, agents, representatives, successors-in-interest, and assigns (collectively “PROVIDERS”) **from all liability for injury, death, and property loss and damage that results from participation by Minor in JETS or from Activities at KMR, including, but not limited to, all liability which results from the NEGLIGENCE of PROVIDERS, or any other person or cause.** I further agree to defend and indemnify PROVIDERS for any loss or damage arising from claims or lawsuits for personal injury, death, and property loss and damage arising from Activities at KMR.

I agree that Minor/s shall ski and snowboard safely at all times, conduct himself or herself in accordance with the Skier Responsibility Code, comply with the rules and policies of JETS and KMR, and shall obey all signs and all instructions given by JETS and KMR staff.

I authorize representatives of JETS or KMR to administer first aid to Minor/s, as they deem necessary. I authorize medical and surgical care and transportation to a medical facility or hospital for treatment necessary for the well being of Minor/s, at my expense. Representatives of JETS and KMR have my authority to make emergency medical decisions on behalf of Minors as they deem necessary until such time as I can be reached in order to make such decisions. Minor/s has/have medical insurance coverage and I agree to provide updated coverage information to JETS upon request.

I agree that any and all photographs, videos, motion pictures, movies, or television coverage of Minor/s taken or made at any time during, by, or in connection with JETS, or any reproduction, likeness, or resemblance of the same, in any and every form, style, size, or color, as well as my name, may in any manner be used, published, displayed, dealt in, and copyrighted by PROVIDERS and/or their successors and assigns, or by any other person or business entity authorized by PROVIDERS, without any restriction or limitation whatsoever, for the marketing and promotion of JETS and PROVIDERS.

This agreement is binding upon Minor/s, my heirs, executors, administrators, and assigns. I acknowledge that the laws of the State of California govern this agreement. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted in the Superior Court of Alpine County, California. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain enforceable.

I understand that Minor/s are NOT to perform any INVERTED AERIALS OR SOMERSAULTS. **I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS AGREEMENT AND RELEASE OF LIABILITY ON MY OWN BEHALF AND ON BEHALF OF**

---

(list names and dates of birth of Minor/s)

**Parent/guardian:** I verify that I am the parent or legal guardian of the Minor/s, and I have authority to enter into this agreement on behalf of Minor/s.

Parent/guardian’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Parent/guardian’s Name: \_\_\_\_\_