

HOMEWOOD MOUNTAIN RESORT. Sierra League Races in 2007/2008 season.
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I, _____ (print name of participant), have voluntarily applied to participate in the _Sierra League race weekend (Slalom and/or GS)_ Event and related activities (hereinafter referred to as "The Event") at Homewood Mountain Resort. I understand that my participation in the sport of skiing and snowboarding and The Event poses a risk of injury or death that are my responsibility. I assume these risks, including but not limited to, risks posed by loss of control and collisions with other persons or objects, variations in terrain, terrain parks, ramps, elements and/or features, jumps, race course ruts, variable snow conditions, trees, rocks, racing gates, finishing posts, timing equipment and all manmade or natural obstacles, whether they are padded or not and whether they are obvious or not obvious. (____ initials)

In consideration for being permitted to participate in The Event, I agree to release from any legal liability, agree not to sue and further agree to defend, indemnify and hold harmless Homewood Mountain Resort, the race organizers, sponsors and all of their owners, partners, agents, parent companies, related affiliates, officers, directors, successors, assigns and employees for injury or death resulting from participation in The Event, regardless of the cause, including negligence, to the fullest extent allowed by law. (____ initials)

I understand that terrain parks, ramps, jumps and/or features are man-made elements to maneuver over and around and may result in the user becoming airborne. I further understand that using terrain features may result in my body somersaulting or becoming inverted (either deliberately or involuntarily) and that inverted maneuvers may increase the risk of injury or death. I understand that I must inspect the elements and terrain, their risks and degree of difficulty throughout the day before using any feature and that snow conditions and terrain features constantly change. I agree to use a retention device at all times, including while riding or hiking in a terrain park. (____ initials)

I hereby authorize the use and reproduction by Homewood Mountain Resort and its authorized representatives of any and all photographs taken of me without compensation and understand that all negatives and positives, together with the prints, shall constitute the property of Homewood Mountain Resort, solely and absolutely. (____ initials)

This contract is severable. If one part or clause is deemed invalid or unenforceable, the balance of this document will be upheld and the invalid part or clause will be disregarded. I have read this agreement fully and I understand it. I am aware that this agreement is binding on my heirs and assigns and that I am releasing certain legal rights that I otherwise may have. (____ initials)

THIS IS A RELEASE OF LIABILITY. READ AND UNDERSTAND THIS RELEASE BEFORE SIGNING IT.

DATED: _____ SIGNATURE _____
(A parent/guardian must initial above and sign below for users under the age of 18)

As parent/guardian signing this agreement for the above named minor, I acknowledge and agree that I am authorized to enter into this agreement on behalf of the minor and have read the above release. By signing this Release on behalf of the minor, I agree on my behalf and on behalf of the minor to be bound by the terms of this Release. I further hereby agree to indemnify, defend and hold harmless Homewood Mountain Resort, the race organizers, sponsors and all of their owners, representatives, related affiliates, officers, agents, and employees from any claim, suit, expense or loss arising out of said minor's participation in the activity or my presence or the minor's presence on Homewood Mountain Resort premises.

Name of Parent or Guardian (please print) _____

Signature of Parent or Guardian _____ Date _____

Relationship: Parent Other relative _____ Guardian