



THIS IS A LEGAL DOCUMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING.
PLEASE PRINT CLEARLY.

RELEASE OF LIABILITY FOR TAMARACK CHILDREN'S PROGRAMS

Parent/Guardian Last Name _____ First Name _____

Billing Address _____

City _____ State _____ Zip _____ Country _____

Home Phone () _____ Work Phone () _____

Cellular Phone () _____ Add'l Cellular/Pager () _____

E-Mail Address _____

Local Lodging _____ Local Phone () _____

1. The undersigned, being at least 18 years of age, hereby represents that I am the parent or legal guardian of child(ren) listed below (individually and collectively referred to hereinafter as "my Child") and that I have full power to enter into this agreement. This release is valid and binding for the period 2007-2008 and is applicable to my Child's participation in all Tamarack Resort Children's Program. Please describe below any health conditions Tamarack Resort, and its employees, should know about. You may also be required to fill out a **Special Needs Form** available at Tamarack.

Child's Name <small>Include last name if different.</small>	Birth Date <small>Mo/Day/Yr</small>	Age	Gender	Allergies and Special Needs <small>If there is no entry made below, we assume there are no allergies or special needs of which we should be aware.</small>
1.				
2.				
3.				

2. Another person Tamarack Resort may contact in an emergency is:

Name: _____ Phone: _____

Relationship: _____

3. Tamarack Resort has my permission to release my Child to the following people (include name of parents in this list, if applicable, as well as other authorized people):

4. I desire that my child participate in one or more of the children's programs offered by Tamarack Resort during the 2007-2008 Season. I understand when I enroll my Child, my Child could participate in, but is not limited to, the following programs:

Tamarack Children's Center, Tamarack Summer Camp, Tamarack Sports School, Tamarack Nordic Program
(Herein after and collectively, the "Program").

If, in Tamarack's judgment, my Child is enrolled in a program not appropriate to his or her age/ability level, Tamarack HAS MY PERMISSION TO MOVE MY CHILD to the appropriate program, when space is available. If space is not available in the appropriate program, I understand that my Child will be placed in the care of a Tamarack employee until I can be contacted.

In consideration of Tamarack Resort, LLC ("Tamarack Resort") furnishing services, access, facilities and/or equipment to my Child, I agree on my behalf and on behalf of my Child as follows:

I fully understand and acknowledge that participation in the Tamarack Resort Children's Program (the "Program") involves outdoor recreational activities having inherent risks, dangers and hazards. I am aware that outdoor recreational activities offered by Tamarack Resort in the Children's Program may include but are

not limited to: snow skiing, ski racing, freestyle skiing, mountain biking, hiking, kayaking and related activities all of which involve many natural and man-made **RISKS, DANGERS AND HAZARDS**, including but not limited to changing weather, snow and light conditions, variations in terrain, moguls, forest growth, rocks and debris, lift towers, incidents relating to chairlift loading, riding and unloading, man-made terrain features (such as dips, rolls, jumps, banked turns and spines), equipment failures, collisions, and negligence of others. I also understand that my Child may encounter such risks at any time, and that **SERIOUS INJURY OR DEATH MAY RESULT**. I have made a voluntary choice to enter my Child in the Program. **I AM AWARE THAT MY CHILD MAY RIDE ON THE CHAIRLIFT ALONE. I FUTURE UNDERSTAND THAT EVEN IF ACCOMPANIED ON THE CHAIRLIFT BY AN ADULT, MY CHILD MAY BE SUBJECT TO THE SAME RISKS DANGERS AND HAZARDS AS IF HE OR SHE WERE RIDING ALONE.** I acknowledge that Tamarack Resort having provided instruction to my Child does not eliminate the risks, dangers and hazards of these recreational activities.

I understand that my Child may encounter many **RISKS, DANGERS AND HAZARDS** associated with his or her activities or the actions of others during transportation to and from the resort or at the Children's Center or otherwise when not involved in outdoor recreation, including but not limited to: tripping, falling, colliding with objects or other people, choking, and the deliberate or negligent acts of others.

I also recognize that due to the competitive nature of certain activities, such as ski racing, freestyle skiing, challenge and jump park, that these activities are more hazardous than recreational skiing and mountain biking. I have made a voluntary choice to allow my Child to participate in these activities despite the **RISKS, DANGERS AND HAZARDS** that they present. I agree that Tamarack Resort shall have no duty to warn or inform me as to the nature, layout, or condition of the race course and man-made and natural terrain features. I accept responsibility for educating myself (and if applicable, my Child) as to the nature, layout, and condition of the race course and man-made and natural terrain features by conducting a visual inspection of each course and terrain features prior to participation.

5. For myself and on behalf of my Child, **I ASSUME ALL RISKS OF INJURY OR DEATH** which may be associated with and/or result from my Child's participating in Tamarack's Children Program (herein "Program"), and I hereby release Tamarack Resort, LLC, its owners, representatives, agents, affiliates, partners, officers, directors, and employees from any liability, claims, demands, actions, and causes of action whatsoever for any loss, damage, injury, illness or harm of any kind and nature to my Child or to any other person arising out of or related to my Child's participation in the Program including during transportation to, from and within the resort property.
6. On behalf of myself and my Child, I hereby voluntarily release, waive, discharge, hold harmless, agree to defend and indemnify Tamarack Resort, LLC, its owners, representatives, agents, affiliates, partners, officers, directors, and employees, from and against any and all claims, actions, or losses by reason of bodily injury, property damage, wrongful death, or from other damage or injury to my Child that may arise out of the use of any equipment or services or my Child's participation in activities at Tamarack Resort.
7. In the event my Child's equipment becomes unsafe, broken, or misplaced, I authorize Tamarack to fit my Child with equipment from the Tamarack Rental Shop, if available, so that my Child may continue his or her participation. In such case, I authorize a Tamarack representative to execute the Rental Shop Form. I agree to promptly pay Tamarack the cost of such equipment rental.
8. I authorize Tamarack to call for medical care for my Child or to transport my Child to the nearest clinic or hospital if, in the opinion of the Tamarack Resort staff, medical attention is advisable for my Child. I agree that upon delivery of my Child to any medical facility, clinic or hospital that the responsibility of Tamarack shall be totally fulfilled and Tamarack shall not thereafter have any further responsibility for care relating to my Child. I agree to pay all costs associated with such medical care and related transportation for my Child and indemnify and hold Tamarack harmless from any costs incurred therein.
9. I warrant and represent that my Child is in good health and there are no physical or health related limitations associated with the care of my Child and I have left no special instructions regarding my Child, unless contained above and on the 2007-2008 **Special Needs Form**.
10. The laws of Idaho shall control any dispute that may arise out of this agreement or otherwise between the undersigned, the Child of the undersigned and Tamarack Resort, LLC, its owners, representatives, agents, affiliates, partners, officers, directors, and employees. Venue for any such action shall be either in Valley County or Ada County, Idaho.

I have carefully read and I understand this agreement and all of its terms. I understand that this is a RELEASE OF LIABILITY which will legally PREVENT me or any other person from recovering in any lawsuit or in connection with any other legal claim for damages in the event of my Child's death or any injury to my Child. I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me and my heirs, assigns and legal representatives. I intend that this release be valid and binding for the period 2007-2008.

FOR MYSELF AS AN INDIVIDUAL AND AS THE PARENT OR GUARDIAN OF MY CHILD:

Signature

Please print name

Date

By signing this enrollment form and Release of Liability, I acknowledge that I have read and agree to the foregoing.