

## **Payette River Mountains FreeRide Series at Tamarck Resort**

### **WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT PLEASE READ CAREFULLY BEFORE SIGNING**

#### **THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS**

The person who is assisting with, taking part in and/or competing in all Tamarack FreeRide Series and Payette River Valley Snowboard Series at Tamarack Resort, LLC. shall be referred to hereinafter as "PARTICIPANT". "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older **OR** it means both the PARTICIPANT and the PARTICIPANT's parents or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agree and understand that assisting with, preparing for or tearing down the events mentioned above, taking part in said events, competing in said events, freeride skiing, snowboarding telemarking and/or other uses of the ski area facilities, including use of the lifts, (hereinafter the ("EVENTS")) can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.**

THE UNDERSIGNED further agree and understand that risks associated with the EVENT, in addition to those previously listed, include, but are not limited to: equipment malfunction; surface conditions; marked and unmarked obstacles; rugged mountainous terrain; terrain park features; slick or uneven riding and walking surfaces, surfaces covered with ice and snow; strenuous activity; high elevation; sharing ski area facilities and EVENT venues with people directly involved and/or not directly involved in the EVENT. PARTICIPANT understands and acknowledges he/she has been informed and understands all rules and regulations of participating in the EVENT. Participants responsible for reading, understanding and complying with all signage, including instructions on the use of the lifts. PARTICIPANT recognizes that he/she must have the physical dexterity and knowledge sufficient to safely load, ride and unload the lifts. PARTICIPANT assumes the risks of riding the lifts and engaging in activities accessible from the lifts. PARTICIPANT understands that snowmobiles, snowmaking, snow-grooming and EVENT preparation equipment may be encountered at any time. PARTICIPANT recognizes that falls and collisions occur and injuries are a common and ordinary occurrence of the EVENT.

THE UNDERSIGNED agree with the premise that as a competitor in an event, PARTICIPANT is a competitor at all times, whether practicing for competition or in competition. PARTICIPANT understands that he/she has the opportunity to inspect the EVENT course prior to participating in the EVENT and that **he/she assumes the risk of all course conditions**, including but not limited to course construction or layout and obstacles. **RECOGNIZING ALL THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE EVENT.**

In consideration of allowing the PARTICIPANT to participate in the EVENT, THE UNDERSIGNED hereby agree to **ASSUME ALL RISKS** associated with the PARTICIPANT's participation in the EVENT. Additionally, THE UNDERSIGNED agree to **HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY** Tamarack Resort, LLC, its affiliated organizations and companies, the United States, and each of their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "RELEASED PARTY") for **ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from the PARTICIPANT's participation in the EVENT, **including those claims based on any RELEASED PARTY's alleged or actual NEGLIGENCE OR BREACH OF any express or implied WARRANTY.**

THE UNDERSIGNED take full responsibility for any injury or loss to PARTICIPANT, including death, which PARTICIPANT may suffer, arising in whole or in part out of the EVENT. By signing this release, THE UNDERSIGNED **AGREE NOT TO SUE** any RELEASED PARTY and agree they are **releasing any right** to make a claim or **file a lawsuit** against any RELEASED PARTY. THE UNDERSIGNED further **AGREE TO DEFEND AND INDEMNIFY** each RELEASED PARTY for any and all claims of THE UNDERSIGNED and/or a THIRD PARTY arising in whole or in part from the PARTICIPANT's participation in the EVENT. THE UNDERSIGNED agree to pay all costs and attorney's fees incurred by any RELEASED PARTY in defending a claim or suit brought by or on behalf of the THE UNDERSIGNED.

THE UNDERSIGNED represent that the PARTICIPANT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the PARTICIPANT or to transport the PARTICIPANT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon PARTICIPANT's transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for PARTICIPANT. Further, THE UNDERSIGNED **agree to pay all costs** associated with such medical care and related transportation provided for PARTICIPANT and **shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims originating there from.**

In consideration for allowing the PARTICIPANT to participate in the EVENT and for using the ski area facilities, THE UNDERSIGNED agree that **ANY AND ALL CLAIMS** for injury and/or death arising from the PARTICIPANT's participation in the EVENT shall be **GOVERNED BY IDAHO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be in the **DISTRICT COURT** residing where the alleged incident occurred or in the **FEDERAL COURT FOR THE STATE OF IDAHO.**

