

DUTIES OF SKIERS/SNOWBOARDERS/SNOWRIDERS

The following **Duties of Skiers** apply to all skiers, snowboarders, and all other snowriders. These duties include but are not limited to the following:

- (a) **Skiers who ski in any area not designated for skiing within the permit area, assume the inherent risks thereof.**
- (b) **Skiers shall be the sole judges of the limits of their skills and the ability to meet and overcome the inherent risks of skiing and shall maintain reasonable control of speed and course.**
- (c) **Skiers shall abide by the directions and instructions of the ski area operator.**
- (d) **Skiers shall familiarize themselves with posted information on location and degree of difficulty of trails and slopes to the extent reasonably possible before skiing on any slope or trail.**
- (e) **Skiers shall not cross the uphill track of any surface lift except at points clearly designated by the ski area operator.**
- (f) **Skiers shall not overtake any other skier except in such a manner as to avoid contact and shall grant the right of way to the overtaken skier.**
- (g) **Skiers shall yield to other skiers when entering a trail or starting downhill.**
- (h) **Skiers shall wear retention straps or other devices to prevent runaway skis.**
- (i) **Skiers shall not board rope tows, wire rope tows, j-bars, t-bars, ski lifts or other similar devices unless they have sufficient ability to use the devices, and skiers shall follow any written or verbal instructions that are given regarding the devices.**
- (j) **Skiers, when involved in a skiing accident, shall not depart from the ski area without leaving their names and addresses if reasonably possible.**
- (k) **A skier who is injured should, if reasonably possible, give notice of the injury to the ski area operator before leaving the ski area.**
- (L) **Skiers shall not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.**
- (2) **Violation of any of the duties of skiers set forth herein entitles the ski area operator to withdraw the violator's privilege of skiing.**

Skiers/Snowboarders/Snowriders Assume Certain Risks

O.R.S. 30.975 PROVIDES THAT AN INDIVIDUAL WHO ENGAGES IN THE SPORT OF SKIING, ALPINE OR NORDIC, ACCEPTS AND ASSUMES THE INHERENT RISKS OF SKIING INsofar AS THEY ARE REASONABLY OBVIOUS, EXPECTED OR NECESSARY. INHERENT RISKS OF SKIING INCLUDE, BUT IS NOT LIMITED TO, THOSE DANGERS OR CONDITIONS WHICH ARE AN INTEGRAL PART OF THE SPORT, SUCH AS CHANGING WEATHER CONDITIONS, VARIATIONS OR STEEPNESS IN TERRAIN, SNOW OR ICE CONDITIONS, SURFACE OR SUBSURFACE CONDITIONS, BARE SPOTS, CREEKS AND GULLIES, FOREST GROWTH, ROCKS, STUMPS, LIFT TOWERS AND OTHER STRUCTURES AND THEIR COMPONENTS, COLLISIONS WITH OTHER SKIERS, AND A SKIER'S FAILURE TO SKI WITHIN THE SKIER'S OWN ABILITY.

IF MINOR(S) (UNDER 18) PARENT/GUARDIAN MUST EXECUTE MINOR RELEASE BELOW:

MINOR RELEASE AND INDEMNITY AGREEMENT

IN CONSIDERATION OF PARTICIPATION IN SNOWSPORTS SCHOOL AND THE USE OF MT. BACHELOR, INC.'S PREMISES AND FACILITIES, BY THE MINOR(S) NAMED BELOW, I HEREBY AGREE TO RELEASE AND INDEMNIFY MT. BACHELOR, INC., ITS OFFICERS AND DIRECTORS, OWNERS, AGENTS, LANDOWNERS, AFFILIATED COMPANIES, AND EMPLOYEES (HEREINAFTER "MT. BACHELOR, INC.") FROM ANY AND ALL CLAIMS FOR PROPERTY DAMAGE, INJURY OR DEATH, WHICH THE MINOR(S) NAMED BELOW MAY SUFFER OR FOR WHICH HE OR SHE MAY BE LIABLE TO OTHERS, IN ANY WAY CONNECTED WITH SNOWSPORTS SCHOOL, SKIING, SNOWBOARDING, SNOWRIDING OR LIFT RIDING. THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY TO ANY CLAIM FOR PROPERTY DAMAGE, INJURY OR DEATH, EVEN IF CAUSED BY NEGLIGENCE. THE ONLY CLAIMS NOT RELEASED ARE THOSE BASED UPON WILLFUL OR INTENTIONAL MISCONDUCT.

I AGREE THAT THIS RELEASE SHALL BE EFFECTIVE FOR PARTICIPATION IN SNOWSPORTS SCHOOL BY THE MINOR(S) NAMED BELOW FOR ANY AND ALL SESSIONS DURING THE ENTIRE 2011-2012 SKI SEASON.

I HAVE CAREFULLY READ THIS RELEASE AGREEMENT AND ALL OF ITS TERMS AND I UNDERSTAND IT. PARENT OR GUARDIAN (must be signed by parent or guardian if the user is under eighteen (18) years of age).

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MINOR NAME: (Please print)

LAST

FIRST

MINOR NAME: (Please print)

LAST

FIRST

MINOR NAME: (Please print)

LAST

FIRST

PARENT OR GUARDIAN NAME: (Please print)

LAST

FIRST

RELATIONSHIP: (Please print)

PARENT/GUARDIAN: I VERIFY THAT I AM THE PARENT/GUARDIAN AND/OR HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ABOVE NAMED MINOR(S). I AGREE TO BE BOUND BY ITS TERMS. I ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED AS A RESULT OF THE MINOR(S)' USE OF THE SKI AREA'S FACILITIES, AND I AGREE TO INDEMNIFY AND HOLD HARMLESS MT. BACHELOR, INC. FROM ANY CLAIM BROUGHT BY, OR ON BEHALF OF, THE MINOR(S).

PARENT OR GUARDIAN Signature: _____ DATE _____

IN CASE OF EMERGENCY

NAME _____ RELATIONSHIP _____ PHONE _____