

Tamarack Resort

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ARBITRATION AGREEMENT

Notice – By signing this document you may be waiving certain legal rights, including the right to sue.

Release and Waiver of Claims

In consideration of being allowed to participate in the Tamarack SG sponsored by Tamarack Resort (the "Facility"), Operated by McCall Winter Sports Club the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

TO WAIVE ALL CLAIMS that they have or may have against the Facility arising out of the trails running activity;

TO ASSUME ALL RISKS INHERENT IN THE Tamarack SG, including
TO RELEASE the Facility, its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense that the Participant (or his/her next of kin) may suffer, arising out of the inherent risks of participation in the Tamarack SG.

I agree to defend, indemnify and hold harmless Tamarack Resort for and from any injury to other person(s) or property which I may cause as a result of engaging in the
I authorize Tamarack Resort and/or its authorized personnel to call for medical care for me or to transport me to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for me. I agree that, upon my
transport to any such medical facility or hospital, Tamarack Resort shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall defend, indemnify and hold harmless
Brundage of and from any costs incurred herein.

6) I agree that any and all disputes between Tamarack Resort and me arising from my participation in the Activity or my use of rented equipment, and including any claims for personal injury and/or death, will be governed by the laws of the State of Idaho and exclusive jurisdiction thereof will be in the district court residing in and for Valley County, Idaho.

In the event any section of this release is found to unenforceable, the remaining terms shall be fully

This Release shall be binding to the fullest extent permitted by
The Release shall be binding upon my assignees, suborders, distributes, heirs, next-of-kin, executors, personal representatives, administrators, and insurers, and may be pled by

Tamarack Resort as a complete bar and defense against any claim, demand, action, or causes of action by me or on my

The Participant acknowledges and agrees that the inherent risks of participating in the Tamarack SG. The Participant also acknowledges that this agreement does not, in any way, change the rights or obligations of the Facility or the Participant, other than as set forth in this agreement.

I GRANT PERMISSION TO TAMARACK RESORT. TO USE MY PHOTOGRAPH, VIDEO TAPE, MOTION PICTURE RECORDING OR ANY OTHER RECORD OF MY USE OF ITS FACILITIES FOR LEGITIMATE PURPOSES.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

McCall Winter Sports Club Inc.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY – READ CAREFULLY BEFORE SIGNING

I understand that skiing and snowboarding in their various forms, as well as preparation for, participation in, coaching, volunteering, officiating and related activities in alpine, nordic, freestyle, adaptive, and snowboarding competitions and clinics (hereinafter collectively referred to as “Activities”), involve many RISKS, DANGERS and HAZARDS. These risks, dangers and hazards include, but are not limited to, changing weather and snow conditions, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers/riders or equipment, and exceeding one's own abilities. I further understand that ski and snowboard training and competition may be more hazardous than recreational skiing and snowboarding. I understand that INJURIES OF ALL TYPES ARE A COMMON AND ORDINARY OCCURRENCE of the Activities. I know that the risk of SEVERE INJURY and even DEATH exists in all training and competition locations and activities, including free skiing and riding. I also know that personal training, coaching, instruction, supervision and enforcement of rules by McCall Winter Sports Club, its governing bodies, officers, directors, volunteers, employees, coaches, contractors and representatives, competition organizers and sponsors, and ski area operators (hereinafter the term “McCall Winter Sports Club Inc.” shall be used to refer to all such persons and entities collectively) do not and cannot guarantee my safety.

With full knowledge and understanding of the RISK OF SEVERE INJURY AND DEATH involved in ski and snowboard training and competition, I FREELY AND VOLUNTARILY ACCEPT AND FULLY ASSUME THE RISK THAT I MAY SUFFER TEMPORARY, PERMANENT OR EVEN FATAL INJURIES, even

if I follow the instructions or advice of McCall Winter Sports Club Inc..

In consideration of McCall Winter Sports Club Inc.'s acceptance of my member registration, and in spite of the risk of severe or permanent injury, or even death, the undersigned (hereinafter "Member") agrees to comply with and be bound by the following terms at all times, whether training or practicing for competition, or in competition.

Member hereby unconditionally WAIVES AND RELEASES ANY AND ALL CLAIMS, AND AGREES TO HOLD HARMLESS, DEFEND AND

INDEMNIFY McCall Winter Sports Club Inc. OF AND FROM ANY CLAIMS, present or future, to Member or his/her property, or to any person or property, for any loss, damage, expense or injury (including DEATH), suffered by any person from or in any connection with Member's participation in any Activities in which McCall Winter Sports Club Inc. is involved in any way, due to any cause whatsoever, INCLUDING NEGLIGENCE and/or breach of express or implied warranty on the part of McCall Winter Sports Club Inc..

Member hereby RELIEVES McCall Winter Sports Club Inc. OF ANY DUTY TO PROTECT MEMBER FROM HARM in connection with any Activities in which McCall Winter Sports Club Inc. is involved in any way.

Member authorizes McCall Winter Sports Club Inc. to obtain medical care for, or transport him/her to a medical facility or hospital if, in the opinion of McCall Winter Sports Club Inc., medical attention is required and Member is unable to make such decisions for himself/herself. Member agrees to pay all costs associated with such medical care and related transportation and shall DEFEND, INDEMNIFY AND HOLD HARMLESS McCall Winter Sports Club Inc. of and from the consequences of such decision and from any such costs incurred relating to the provision of medical care. Member also authorizes disclosure of protected medical information necessary to provide, coordinate or manage member's healthcare consistent with the dictates of HIPAA and to the extent that such use or disclosure is required by law.

Member agrees never to utilize any run, course or facility for any training, practice or competition without first conducting his/her own thorough visual inspection of the run, course or facility.

This Agreement shall be construed in accordance with, and governed by the substantive laws of the State of Idaho, without reference to principles governing choice or conflicts of laws. In addition, Member agrees that all lawsuits for personal injury or related loss against McCall Winter Sports Club Inc. must be maintained in state courts sitting in Valley County, Idaho or federal district courts sitting in the District of Idaho, and Member consents and agrees that jurisdiction and venue for such proceedings shall lie exclusively with such courts. In the event any portion of this release is found to be unenforceable, the remaining terms shall be fully enforceable.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, MEMBER SIGNIFIES HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

My child is fit for the event, and consent to my child's participation. I have read and understand the

above contract. In consideration of allowing my child to participate, I consent to the contract and agree that its terms shall bind me, my child, my heirs, legal representatives and assignees.

Athlete Print: _____

Guardian Print: _____

Guardian Signature: _____

Date: _____