



**COMPETITION/EVENT RELEASE
ACKNOWLEDGMENT OF RISKS & HAZARDS,
LIABILITY RELEASE & AGREEMENT NOT TO SUE**

Participant Name: _____ Age _____ DOB _____

Address _____ City _____ State _____ Phone # _____

EXPRESS ASSUMPTION OF RISK:

I understand that the use of China Peak Mountain Resort facilities, including skiing, snowboarding, and the use of any other snow sliding devices in various forms, and the associated use of aerial or surface lifts are hazardous activities that may involve the risk of injury, death or property damage. I agree to be alert to all risks, hazards and dangers at China Peak Resort, including but not limited to: variations in terrain (including steepness and other variations, whether natural or as a result of slope design), surface or subsurface snow or ice conditions (whether natural or machine-made); bare or thin spots; rocks; trees; stumps and other forms of forest growth or debris; lift towers and other resort area components including: lights, fences, posts and signs or components thereof (all of the foregoing whether above or below snow surface); pole lines and plainly marked or visible snowmaking equipment and other equipment, snowmaking in progress, vehicles and machines including snowmobiles and Sno-Cat's. Despite the risk involved in participating in alpine activities and in consideration of the right to participate in China Peak's Special Events on China Peak Resort property, or specifically the "_____", on _____, and use of the facilities at China Peak, I on behalf of myself and/or as the parent or guardian of the minor child identified herein, do voluntarily **ACCEPT AND ASSUME ALL RISKS OF INJURY OR DEATH, OR PROPERTY DAMAGE** that might be associated with or result from these activities. Falls and injuries are common occurrence while participating in any competitive activity and you as the participant must keep deliberate and conscious control of your physical body both on the ground and in the air, while properly using my equipment in variable weather, snow and terrain conditions. I understand that my safety or the safety of the minor child identified herein is directly affected by judgment during all weather and other related conditions. I further understand that China Peak is not responsible for my safety. It is further understood that training or competing is more **HAZARDOUS** than recreational skiing and snowboarding and a higher level of awareness is required. **Important Note:** Aerial somersaulting maneuvers (front and back "flips") are strictly prohibited in training or competition. I agree that I will not perform these types of maneuvers. If I perform aerial somersaulting maneuvers, I understand I will be immediately disqualified.

Initials: _____

ADDITIONAL MOUNTAIN CONDITIONS:

In addition to the above risks, each participant understands and voluntarily accepts that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other areas that may be exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, hail and ice, such that **WALKING OR OTHER DAILY ACTIVITIES** may become **DANGEROUS**. Snow, ice, debris or other materials may be tracked indoors and may present **DANGER**. **PARTICIPANT FREELY AND VOLUNTARILY ASSUMES ANY AND ALL SUCH RISKS, INCLUDING THE RISK OF ANY ACTUAL OR ALLEGED NEGLIGENCE OF CHINA PEAK.**

RELEASE OF LIABILITY:

I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in these activities or related activities, or while present on China Peak Resort premises and I agree to **RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND** and **HOLD HARMLESS** China Peak Mountain Resort LLC., their parent, subsidiary and affiliated companies, United States Forest Service, real and personal property owners, directors, officers, agents, employees, real and personal property owners, as well as the equipment manufacturers and distributors and all the event sponsors (hereinafter "Releasees") from any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death and/or property damage that may in any way arise out of my participation in these activities, related activities, or my use of the Releasees mountain trails, its equipment, or any equipment, or Releasees' premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused. As a condition of myself, or my child, being entitled to participate in the activities at China Peak and being permitted to gain access to and use the Releasees' facilities and premises, I hereby promise not to bring (on my behalf, on behalf of my child or otherwise) any claim against or sue **RELEASEES**.

I AGREE TO RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, SUITS, COSTS AND ATTORNEYS FEES FOR DAMAGE AND PERSONAL INJURY TO ME OR MY PROPERTY RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF THE RELEASEES. I UNDERSTAND THAT THE RELEASEES ARE NOT RESPONSIBLE FOR THE CONSEQUENCES OR THEIR OWN NEGLIGENCE, THAT IS, THEIR FAILURE TO USE REASONABLE CARE IN ANY WAY.

CHOICE OF LAW

I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of California. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims, which I may bring against the Releasees, shall be submitted to the jurisdiction of the County of Fresno, State of California and that no claims against the Releasees shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.

ADDITIONAL TERMS:

I agree with the premise that a participant is a competitor at all times, whether practicing for competition or in competition. I agree that the competitor is always provided an opportunity to conduct a reasonable physical and visual inspection of the training, race or competition course, and I agree to physically and visually inspect the course before competing or training. I agree and understand that the competitor will be held to assume the risk of all course conditions including, but not limited to, weather and snow conditions, premises, course construction or layout, other competitors, spectators and obstacles.

I consent to the use by Releasees of any images, pictures (video and print), names and likenesses for commercial purposes, or otherwise, of me or my child, in connection with the activities of Releasees, without restriction as to frequency, duration or medium, including compensation thereof.

I understand that permission to use Releasees' equipment, mountain trails and premises is being given to the undersigned participant in exchange for the execution of this Liability Release and Agreement Not to Sue. I have read the above paragraphs and fully understand them. I understand that this is a RELEASE OF LIABILITY which will legally prevent me or any other person from filing suit or making any other claims for damages in the event of personal injury, death or property damage. I freely and voluntarily enter into this agreement. I have made no misrepresentations to Releasees regarding my name, age, or medical condition. I intend this document to be interpreted as broadly as permissible by [name of state] law and understand that it is not intended to assert any claims or defenses prohibited by law.

I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in these activities.

_____ Initials

Helmets are required for all competitors.

Participant Signature **Print Participant Name** **Date**

I, _____, as parent/guardian of _____, a minor child, have the authority to enter into this agreement on behalf of the named minor. On behalf of the above-named person, who has been identified as a minor, I agree as parent/guardian of the named minor to be bound by all terms and conditions of this agreement, including to DEFEND. INDEMNIFY AND HOLD CHINA PEAK MOUNTAIN RERSORT LLC. HARMLESS as set forth above.

Print Parent/Guardian Name **Date**

Signature of Parent/Guardian **Date**