

BIG BEAR SKI EDUCATIONAL FOUNDATION
2025-26 SSRT Multi-Purpose Release
Voluntary Release, Waiver and Indemnity Agreement
for team members, family members, volunteers, sponsors, and non-team member participants

The purpose of this Release is to have all signers release both Snow Summit, LLC and the Foundation from any liabilities or claims that may arise from your racer's participation in Foundation activities. For that reason, all racers and their family members need to understand and sign this Agreement.

As everyone knows, skiing, ski racing, and all associated outdoor activities are **inherently dangerous**. Knowing this, the undersigned still agree to sign this Release in exchange for being allowed to participate in Foundation activities and to enter upon Snow Summit Resort properties. The undersigned also agree to exercise their best judgment and attention to the safety of themselves and others around them (including being responsible to observe and maintain safe conditions of all equipment) to prevent injuries and property damage to the best of their abilities, given the extreme alpine conditions that are frequently encountered during Foundation activities.

Application is hereby made for the undersigned, all family members, and the minor children, volunteers, sponsors and participants (including team members and non-team members) designated below ("Releasors") to participate in the activities of Big Bear Ski Educational Foundation, a California Non-Profit Corporation ("Foundation"), including but not limited to fund raising, family race work as credit for work-off requirements, on-site and off-site area preparation, transportation, team travel, conducting ski races, all practice and site clean-up, and all other activities, such as physical conditioning, hiking, mountain biking, in-line skating, etc., involving the Foundation.

This Release will also apply when the undersigned act as volunteers, sponsors, spectators, and supporters, of all Foundation activities, including on-site and off-site at any location, such as Foundation members' homes, restaurants, other meeting places, and specifically Big Bear Mountain and Snow Summit Mountain Resorts, owned by Snow Summit, L.L.C. ("SS"). The Foundation and SS are together hereinafter referred to as Releasees.

In consideration of and as an express condition of being permitted to participate in any or all of the Foundation's activities, with other parents, volunteers, SS employees, and supporters of the Foundation assisting in the activities of the Foundation and allowing the use of their respective premises, facilities and vehicles in furtherance of the Foundation's activities, Releasors, on their behalf and on behalf of each of the designated minor children herein, as well as on behalf of each and every respective representative, heir, and assign hereby **FOREVER RELEASE AND DISCHARGE** the Foundation, SS, and their respective employees, officers, directors, members, agents, vendors, sub-contractors, and affiliated entities, all other Foundation members and the volunteers and supporters who assist the Foundation in its various activities ("Releasees") from any and all liabilities, claims, demands, losses, or causes of action that Releasors or said designated minor children may have for **ANY INJURIES OR DAMAGES** arising out of or occurring in connection with activities, participation, transportation, lodging, to any Foundation activities, **INCLUDING BUT NOT LIMITED TO LOSSES CAUSED BY THE NEGLIGENCE OF RELEASEES**.

Releasors and said designated minor children understand and acknowledge that the Foundation's racing and training programs and related activities in general, and particularly athletic competition and training, have dangers and risks that no amount of care, caution, instruction or expertise can eliminate. **RELEASORS AND SAID DESIGNATED MINOR CHILDREN EXPRESSLY AND VOLUNTARILY ASSUME ALL RISK OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED WHILE PARTICIPATING IN THE SKI TEAM PROGRAM AND RELATED ACTIVITIES OF ANY TYPE, OR BEING TRANSPORTED BY ANY FOUNDATION MEMBER, VOLUNTEER OR SUPPORTER, TO ANY FOUNDATION PROGRAM OR ACTIVITIES OF ANY TYPE AND HOWSOEVER ANY INJURY, LOSS OR DAMAGE MAY BE CAUSED, INCLUDING BUT NOT LIMITED TO LOSSES CAUSED BY THE NEGLIGENCE OF RELEASEES**.

As a further express condition of being permitted to participate in the Foundation ski team program, Releasors hereby agree for themselves and said designated minors, and for all respective heirs, assigns and representatives **NOT TO SUE RELEASEES**, and not to initiate or assist the prosecution of any claim for damages or cause of action which Releasors or all respective heirs, assigns or representatives may have by reason of suffering any personal injury, death or damage or destruction of personal property arising from the activities contemplated herein.

Releasors agree for themselves and said designated minor children and for said respective heirs, representatives and assigns to **INDEMNIFY AND HOLD RELEASEES HARMLESS** from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated by or on behalf of Releasors or by any other person or organization, including demands for damages, judgments, costs, loss of services, or expenses arising from the activities contemplated by this Agreement, including but not limited to reasonable attorney fees incurred by the Releasees herein.

RELEASORS HAVE DETERMINED that all equipment used by the people listed below in the Foundation programs or related activities is adequate, safe, and appropriate for use in all Foundation programs and activities. The people listed below also understand and agree that Releasees are not responsible for evaluating the appropriateness, condition, or safety of any equipment or portion thereof.

As an **EXPRESS CONDITION** of permission to participate in the Foundation's competition and training programs, the people listed below represent that there are **NO MEDICAL CONDITONS** which would prevent said people from participating in those or other physical activities. On behalf of the person(s) named below who are minors, the undersigned parental guardians agree for said minor(s) and for themselves to be bound by all terms and conditions of the foregoing Agreement, including to **INDEMNIFY, AND HOLD RELEASEES HARMLESS** as set forth above.

Releasors understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by law. If any portion or paragraph is held invalid, the balance shall continue in full legal force and effect.

Signature of Participant: _____

Signature of Parent/Legal Guardian if Participant is a minor: _____

Relation: _____ Date: _____

Signature of Second Parent/Legal Guardian if Participant is a minor: _____

Relation: _____ Date: _____