

McCall Winter Sports Club, Inc.

RELEASE OF LIABILITY AND ASSUMPTION OF ALL RISKS

READ THIS AGREEMENT CAREFULLY. It includes terms and conditions and releases the McCall Winter Sports Club, Inc. (“MWSC”) from liability. By signing this Release of Liability and Assumption of All Risks (“Agreement”), I acknowledge I have read it, understand it, and agree to the terms and conditions set forth herein on behalf of myself and/or minor participants whose names I have written below:

1. In consideration of being allowed to participate in any way in MWSC’s alpine skiing, cross country skiing, snowboarding, big mountain, freestyle, terrain park, and/or backcountry or side-country trainings, competitions, clinics, programs, or other activities provided by, for, or on behalf of MWSC, or use the premises, facilities, equipment, websites, apps, or services of any kind provided by MWSC, its lessors, affiliates, sponsors, or partners (collectively, the “Activities”), I hereby acknowledge and agree that:
2. The Activities involve inherent dangers, hazards, and risks, including, but not limited to, changing or unanticipated weather, snow, and avalanche conditions, variations in steepness, terrain and snow surface, the presence of marked or unmarked natural and manmade objects or structures, equipment failure, collisions with or falling from natural or manmade objects or structures, collisions with skiers or snowboarders, being struck by falling debris, avalanches, or equipment, and intentionally or inadvertently exceeding my own abilities; and
3. Injuries of all types, including serious bodily injury, permanent paralysis, or death are a foreseeable risk of my participation in the Activities; and
4. For myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, discharge, indemnify, hold harmless, and promise not to sue MWSC, its officers, officials, agents and or employees, and other participants, sponsoring agencies, sponsors, advertisers, and the owners and lessors of premises used by MWSC (collectively, the “Releasees”) with respect to any and all injury, illness, disability, death, or loss or damage to person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law; and
5. It is my responsibility to be familiar with the ski areas, facilities, and equipment that I use during my participation in the Activities, including the Releasee’s rules, regulations, and customs for events, trainings, races, and competitions, and I agree to comply with all such rules, regulations, and customs. I understand and agree that situations may arise during my participation in the Activities which may be beyond the control of the Releasees, and I must act so as to neither endanger myself nor others. I accept responsibility for the condition and adequacy of my equipment, the equipment provided for my use, and my conduct in connection with my use of such equipment. I have no physical or medical condition which would endanger myself or others if I participate, or would interfere with my ability to safely participate in the Activities; and
6. MWSC, its governing bodies, officers, directors, volunteers, employees, coaches, contractors and representatives, competition organizers and sponsors, and ski area operators cannot guarantee my safety during my participation in the Activities, and therefore it is my responsibility to comply with the stated and customary terms and conditions for participation in the Activities. If, however, I observe any hazards, whether significant or not, during my participation in the Activities, I will remove myself from such participation and immediately bring my observation to the attention of MWSC officials; and
7. I knowingly assume all such risks, known or unknown, even if arising from the negligence of others, and assume full responsibility for my participation in the Activities; and
8. I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim contrary to what I have agreed to in this Agreement, the claiming party shall be liable for the expenses (including attorney fees and costs) incurred by the Releasees in defending the claims. This Agreement may not be modified orally; and

9. I hereby authorize the use and reproduction of my image and/or likeness by MWSC and its authorized representatives, without compensation or restriction. Photographers executing this Agreement understand that images they take during the Activities may be used by MWSC for any purpose, regardless of date used; and

10. I further acknowledge the contagious nature of COVID-19 and other illness and disease and voluntarily assume the risk that I and any minors under my guardianship may be exposed to or infected by COVID-19 and/or any other illness and disease by my participation in the Activities, and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 and/or any other illness and disease may result from the actions, omissions, or negligence of myself and others including, but not limited to: Releasees or Releasee's agents, third parties, and other participants in the Activities. I also understand and acknowledge that MWSC may postpone or cancel the Activities in its sole discretion.

11. **Assumption of Risks.** By executing this Agreement, I hereby assume all risks, from all factors, known or unknown to me. I also acknowledge and agree this Agreement is intended to extend to and include natural and man-made obstacles, hazards, or structures, surface and environmental conditions, and risks inherent in my participation and the participation of others in the Activities. I agree that I am responsible for my safety while participating in the Activities. I assume all risks connected with my responsibility for any injury or loss connected with my participation in the Activities.

12. **Waiver.** In consideration of being able to participate in the Activities, I do for myself and any minors under my guardianship, and all respective heirs and assigns, voluntarily assume the risk of use and participation, and hereby agree and release discharge, indemnify, hold harmless, and promise not to sue the Releasees of and from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage, loss, injury, or damage that may result. I intend for this release to also apply to my relatives, personal representatives, heirs, beneficiaries, resulting or to result from my use or participation, or any minors under my guardianship use or participation in the Activities.

13. I hereby authorize MWSC to obtain medical care for, or transport me or any minors under my guardianship to a medical facility or hospital if, in the opinion of MWSC, medical attention is required or I or any minors under my guardianship are unable to make such decisions for themselves. I further agree to pay all costs associated with or incurred by such medical care and related transportation and to release, discharge, indemnify, hold harmless, and promise not to sue MWSC from any claim, demand, action or right of action, of whatever kind or nature, either in law or equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage, loss, injury, or damage that may result.

14. I have read this Agreement and understand I have given up substantial rights by signing it. I have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. If any part of this Agreement is determined to be unlawful, void, or for any reason unenforceable, that provision shall be deemed severable. Severing any provision shall not affect the validity and enforceability of any remaining provisions.

15. In the event this Agreement involves a participant under the age of 18 years old, it must be signed by a parent or legal guardian of the minor. Such signature on behalf of the minor agrees and binds the parent or legal guardian or both, the minor and their executor's administration, and the heirs, next of kin, successors, and assigns of any of them to all terms of this Agreement.

Signatures of participants over 18 years of age on their behalf and on behalf of any minors are to follow by electronic signature.

PARTICIPANT

By: _____

Printed Name: _____

Date: _____

PARENT/LEGAL GUARDIAN

By: _____

Printed Name: _____

Date: _____