



## ROTARUN SKI CLUB, INC.

### RELEASE OF LIABILITY PLEASE READ CAREFULLY BEFORE SIGNING

I, and/or if signing for a minor, as a parent or legal guardian on my behalf and the minor's behalf (individually and collectively both the minor and I referred to as "I" and "me"), understand that the Activities, even if on dry land, and related equipment, including but not limited to, use of the ski area facilities, walkways, conveyors, rope tows, platter lifts, or chairlifts for any reason (the "Activities") is risky and dangerous and can result in the possibility of personal injury, death, and/or property damage. I understand there may be obvious hazards or hazards that are not obvious with respect to the Activities. I freely choose to participate in the Activities and completely assume all risks. In consideration of being allowed to participate, I release, waive, discharge from any and all liability, indemnify and hold harmless from any and all claims (the "release") the ROTARUN SKI CLUB, INC., BLAINE COUNTY, SUN VALLEY SKI EDUCATION FOUNDATION, INC, and SAGE SPRINGS HOMEOWNERS' ASSOCIATION, INC. (all individuals or entities being released/indemnified) and all those entities officers, directors, employees, volunteers and agents or representatives of any kind (collectively all the above released parties referred to as "Released Parties"). The term "claims" shall include, but not be limited to any and all attorney fees, awards, causes of action, claims, contracts, costs, damages, demands, expenses, injuries, losses, liabilities, litigation, judgments, obligations, recoveries and/or rights, whether for personal injury and/or property damage, known or unknown, contingent or noncontingent, liquidated or unliquidated, asserted or which may be asserted by me, by my family and/or a third party for personal injury and/or property damage to me or others arising out of or related to the Activities and/or any participation in the Activities.

I acknowledge the duties imposed on me by Idaho Code 6-1106, including the express risks I assume under that statute, and the duties imposed on me as a user.

If I am the Parent/Legal Guardian signing on behalf of a minor child, I agree to defend, indemnify, and hold harmless the Released Parties in any claim, demand, action, or lawsuit filed by my minor child.

Athlete if an Adult, Parent on behalf of Parent and on behalf of Athlete understands that under Idaho law, SVSEF is a charitable and nonprofit corporation or organization as defined by Idaho Code section 6-1601, subparagraphs (1) and (6). As a result, pursuant to Idaho Code section 6-1605, the officers, directors, and volunteers who serve the nonprofit corporation or organization without compensation shall be personally immune from civil liability arising out of their conduct as an officer, director, or volunteer, if such conduct is within the course and scope of the duties and functions of the individual officer, director, and volunteer, and at the direction of the corporation or organization.

I sign this release of my own free will. I acknowledge that the Activities are not unique and that I could access this activity in a variety of ways where I would not be asked to waive my right to sue. This release shall bind me, my family, heirs, personal representatives, successors, trustees, and assigns. This release shall be interpreted neutrally and ambiguities, if any, shall not be construed against the Released Parties. If any term of this release is determined to be invalid for any reason, all other terms shall remain in full force and effect. This release shall only be modified in writing, signed by Released Parties and no statements or course of conduct shall modify it. I am aware that I am releasing certain legal rights for me and others. I agree to have this release and any suit I bring decided under the laws of the State of Idaho, with venue set in Blaine County, Idaho. I have carefully read and fully understand the above content.

Signature of Adult: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Adult: \_\_\_\_\_

If a MINOR: Printed Name of Minor: \_\_\_\_\_

Signature of Parent/Legal Guardian: \_\_\_\_\_ Date \_\_\_\_\_

Printed Name of Parent/Legal Guardian: \_\_\_\_\_