

SUNDOWN MOUNTAIN - RELEASE OF LIABILITY

I, the Participant in an event at Sundown Mountain or the parent or legal guardian of a Participant, know, understand and agree that skiing and snowboarding involve both known and unknown risks, dangers, and hazards.

Signing on my own behalf, I agree as a condition of being allowed to use the ski area facility and premises that I freely accept and voluntarily assume all risks of personal injury, death, or property damage, AND I HEREBY AGREE TO DEFEND, RELEASE, INDEMNIFY AND HOLD HARMLESS MGV, INC D/B/A SUNDOWN MOUNTAIN AND ITS AGENTS, EMPLOYEES, VOLUNTEERS, DIRECTORS, OFFICERS AND SHAREHOLDERS FROM ANY AND ALL LIABILITY WHICH RESULTS IN ANY WAY FROM ITS ALLEGED NEGLIGENCE OR FAULT, CONDITIONS ON OR ABOUT THE PREMISES AND FACILITIES, THE OPERATIONS OF THE SKI AREA (INCLUDING, BUT NOT LIMITED TO, GROOMING, SNOW MAKING, SKI LIFT OPERATIONS, SKI PATROL OPERATIONS, ACTIONS OR OMISSIONS OF EMPLOYEES, VOLUNTEERS, OR AGENTS OF THE AREA), OR MY PARTICIPATION IN SKIING/SNOWBOARDING/RIDING OR OTHER ACTIVITIES AT THE AREA, ACCEPTING FOR MYSELF THE FULL RESPONSIBILITY AND LIABILITY FOR ANY AND ALL DAMAGE OR INJURY OF ANY KIND WHICH MAY RESULT.

Signing on behalf of another (as parent or legal guardian), I agree TO DEFEND, INDEMNIFY, AND HOLD HARMLESS MGV, INC., D/B/A SUNDOWN MOUNTAIN AND ITS AGENTS, EMPLOYEES, VOLUNTEERS, DIRECTORS, OFFICERS AND SHAREHOLDERS FROM ANY AND ALL LIABILITY WHICH RESULTS IN ANY WAY FROM ITS ALLEGED NEGLIGENCE OR FAULT, CONDITIONS ON OR ABOUT THE PREMISES AND FACILITIES, THE OPERATIONS OF THE SKI AREA (INCLUDING, BUT NOT LIMITED TO, GROOMING, SNOW MAKING, SKI LIFT OPERATIONS, SKI PATROL OPERATIONS, ACTIONS OR OMISSIONS OF EMPLOYEES, VOLUNTEERS, OR AGENTS OF THE AREA), OR PARTICIPANT=S SKIING/SNOWBOARDING/RIDING OR OTHER ACTIVITIES AT THE AREA, AGREEING TO DEFEND, INDEMNIFY, AND HOLD HARMLESS MGV, INC., D/B/A SUNDOWN MOUNTAIN ON ANY CAUSE OF ACTION WHICH MAY RESULT FROM MINOR PARTICIPANT=S USE OF THE PREMISES.

Further, I agree to visually inspect the ski trail prior to the event in which I will be participating. If I am not willing to accept the risk of injury associated with the event I will not participate.

In signing below, I certify that I have read, understand and accept this Release of Liability Agreement. I also understand this Release of Liability to be legally binding.

Date: _____

(Participant's Signature)

(Please Print Your Name)

(Signature of Parent or Guardian if participant is under 18 years of age)