

Event Name: Stomp Games

Date of Event March 18-20, 2011

## **Liability Release and Indemnity Agreement**

I acknowledge that skiing, snowboarding, racing, cross country skiing, tubing and related activities are HAZARDOUS activities and that I have made a voluntary choice to participate in those activities despite the risks that they present. In consideration of my being permitted to participate in the event named above, I agree to ASSUME ANY AND ALL RISKS OF INJURY OR DEATH which might be associated with or result from my participation in this event, whether competing, photographing, or filming.

I further agree, in consideration for participation in any of the various activities and programs at Schweitzer and use of Schweitzer facilities, I hereby waive, without limitation, any and all claims for injury, liability or damage against Schweitzer arising out of Schweitzer's negligence or the negligence of any of its agents or employees, and hereby RELEASE FROM LIABILITY, INDEMNIFY AND HOLD HARMLESS Schweitzer Mountain Ski Operations LLC ("Schweitzer"), its affiliates, officers, directors, agents and employees, land owners, event organizers and sponsors from any and all liability of damages arising out of my participation in these activities and programs. I agree that any legal action involving interpretation of this document and/or alleging liability against Schweitzer, regardless of the legal theory under which the actions is brought, shall only be filed in the state of Idaho and shall be governed by Idaho law.

I, the undersigned, have carefully read and understood this agreement and all of its terms. 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 legal claim for damages in the event of my death or any injury to me. I nevertheless enter into this agreement freely and voluntarily and agree that is binding upon me, my heirs, assigns and legal representatives.

If I am signing on behalf of a minor and I accept full responsibility for all expenses incurred as a result of the minor's participation in recreating at Schweitzer. I agree to RELEASE FROM LIABILITY, HOLD HARMLESS, and INDEMNIFY Schweitzer for any claims brought by or on behalf of my minor child(ren), including negligence claims.

Furthermore, I hereby grant to Schweitzer, Fenix Photography and Schweitzer Mountain and their legal representatives and assigns, the irrevocable and unrestricted right to use and publish photographs and videos of me, or in which may be included, for editorial trade, advertising, and any other purpose and in any manner and medium; and to alter the same without restriction. I hereby release photographer and/or videographer and his or her legal representatives and assigns from all claims and liability relating to said photographs and video.

Email address \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian Signature (if under 18)

Date \_\_\_\_\_

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Signature

**THIS IS A LIABILITY RELEASE**  
**PLEASE READ CAREFULLY BEFORE SIGNING**