

RELEASE AND SNOW SCHOOL ACTIVITIES PARTICIPANT AGREEMENT

Acknowledgment of Responsibilities, Risks and Hazards, and Agreement Not To Sue

If you are unwilling to assume all the risks and responsibilities associated with all mountain activities, including "Snow School" activities at the ski area, and use of Mt. Baker Ski Area, Inc. and/or any of its facilities, services, and/or equipment, DO NOT sign this document, in which case you will NOT be authorized or eligible to participate in any "Snow School" activities at the ski area and/or use any of the Mt. Baker Ski Area, Inc. facilities, services, and/or equipment. If you sign this document, BUT make any alterations to it, you are NOT authorized or eligible to participate in any "Snow School" activities at the ski area and/or use any of the Mt. Baker Ski Area, Inc. facilities, services, and/or equipment.

This RELEASE AGREEMENT pertains to participation in ALL mountain activities, including "Snow School" activities and/or the use of any and all Mt. Baker Ski Area, Inc. facilities, services, and/or equipment.

NOTE: Mt. Baker Mountain Policies and Guidelines are INCLUDED IN THE TRAIL MAP, posted at the ski area, and on the Mt. Baker Ski Area website: www.mtbaker.us/ski-area-info/safety-education/mtn-safety

The undersigned participant named in this Agreement ("I") agrees and acknowledges that by participating in "Snow School" activities at the ski area, and/or using any Mt. Baker Ski Area, Inc. facilities, services, and/or equipment, or participating in any mountain activities at Mt. Baker Ski Area, **THE PARTICIPANT IS SUBJECT TO THE FOLLOWING RULES AND CONDITIONS OF USE BY MT. BAKER SKI AREA, INC. AND AGREES TO THESE TERMS:**

RESPONSIBILITIES**1. I ACCEPT RESPONSIBILITY TO:**

- a. **BE AWARE OF MY ENVIRONMENT** and where I am.
- b. **SEEK KNOWLEDGE** about and understand Mt. Baker Ski Area policies and guidelines, codes and laws, mountain activities, and the mountain environment, including the risks, hazards, and dangers. The information is available – there is no excuse not to.
- c. Use **GOOD JUDGMENT** and **BE SAFETY CONSCIOUS** at all times.
- d. **ACTIVELY ASSESS AND MINIMIZE RISKS** and hazards at all times.
- e. **RESPECT** all warnings and warning signs.
- f. Use **COMMON SENSE**.
- g. **BE AWARE OF MY ACTIONS** and how they affect myself and others.
- h. **ACT RESPONSIBLY** for my safety and the safety of others.
- i. **ADHERE TO SAFE CHAIR LIFT AND TOW RIDING BEHAVIOR** and practices.
- j. **ADHERE TO ALL MOUNTAIN POLICIES** and guidelines, as well as applicable codes and laws.

2. I understand that **I MAY BE SERIOUSLY HURT**, including fatal injuries, using the facilities or services of Mt. Baker Ski Area, Inc. **I ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED AND/OR ECONOMIC AND NON-ECONOMIC LOSSES OR DAMAGES** as a result of my participation in "Snow School" activities at the ski area and/or use of any Mt. Baker Ski Area, Inc. facilities, services, and/or equipment.

3. I understand that **PHYSICAL ASSISTANCE IS A NORMAL PART OF SPORTS COACHING** and is often necessary and appropriate to teach a skill, spot a skill for safety, console, or congratulate a participant. Such assistance may be part of the coaching I receive as part of "Snow School" activities and I understand that it is my **RESPONSIBILITY** to notify the coach or instructor if I do not want to receive such assistance.

4. I understand that any instruction or coaching I may receive is a suggestion, and that **I AM RESPONSIBLE FOR BEING THE SOLE JUDGE OF MY ABILITY**, and am **RESPONSIBLE** for my actions as a skier/snowboarder or snowshoer and during all activities at the ski area. Guidelines and information about ability levels is available at the instruction desk and at www.mtbaker.us.

RISKS, HAZARDS, AND DANGERS

5. I understand that as a visitor to Mt. Baker Ski Area I will encounter a rugged, ever-changing and at times severe mountain environment. **I UNDERSTAND THAT MY SAFETY IS NOT GUARANTEED.**

6. **WARNING: RISK OF AVALANCHE.** I understand that while snow safety and avalanche mitigation efforts by Mt. Baker Ski Area may help reduce the risk of avalanches, avalanches and snow slides occur at ski areas, both inside and outside of posted boundaries. **AVALANCHES ARE AN INHERENT RISK OF THE SPORT** due to the characteristics of snow and its variable nature in the ever-changing mountain environment. I understand that I am responsible for becoming educated about snow safety and using this education to reduce the risk of injury or death, to myself and/or others through my own actions and awareness. See www.nwac.us, www.avalanche.org, and www.deepsnowsafety.org for more information.

7. I acknowledge and fully understand the following: **WARNING - SNOWSHOEING AND MOUNTAIN ACTIVITIES ARE ACTION SPORTS AND THAT SNOWSHOEING AND MOUNTAIN ACTIVITIES, INCLUDING RIDING CHAIR LIFTS AND TOWS, CARRY SIGNIFICANT INHERENT RISK OF SERIOUS PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, AND THAT THE ENTIRE SKI AREA EXISTS IN A HAZARDOUS MOUNTAIN ENVIRONMENT.** I understand these risks which, independently or in combination with my activities or the acts of others, may cause property damage, severe social, economic and non-economic losses, permanent disability, severe or even fatal injuries to myself or others which may result from my own actions or inactions, negligence of others, the condition of the premise, and/or any equipment used. Further, I understand there may be other risks including those not known to me or not reasonably foreseeable at this time. Falls and collisions with other people do occur and **I ASSUME ALL RISKS AS WELL AS THE RESPONSIBILITY TO SNOWSHOE UNDER CONTROL AT ALL TIMES.**

8. I understand **MOUNTAIN HAZARDS EXIST** and may cause serious personal injury or even death. Mountain hazards include both **NATURAL AND HUMAN CAUSED HAZARDS** which may be **MARKED OR UNMARKED** and **ON OR OFF THE SLOPES**. These **NATURAL AND HUMAN CAUSED MOUNTAIN HAZARDS** exist in and around **ALL FACILITIES OF THE SKI AREA** and include but are not limited to: **ORGANIC, GEOLOGICAL, SNOW, WATER, AND WEATHER-RELATED HAZARDS** such as avalanches, sliding or falling snow, bare spots, variation and changes in snow, ice and terrain along with bumps, deep snow, tree wells, snow immersion suffocation hazards, creeks, holes, moguls, stumps, forest growth and debris, rocks, cliffs, extreme terrain, freestyle terrain, jumps and mountain weather conditions. **HUMAN CAUSED HAZARDS** include but are not limited to: equipment, lifts and tows, snow machines, snowmobiles, terrain modifications, and collisions with structures, people, machines or devices. **MANY OTHER HAZARDS AND DANGERS EXIST WITHIN THE MOUNTAIN ENVIRONMENT** including those that may not be known to me. **SUCH HAZARDS AND DANGERS ARE RECOGNIZED AND ACCEPTED** whether they are marked or unmarked, on or off the slopes and they may occur without warning.

9. I understand the nature of snowshoeing and mountain activities, including changing snow conditions, and avalanches.

10. I understand that helmets, safety equipment, proficiency checks, supervision and/or enforcement of rules **DO NOT AND CANNOT GUARANTEE MY SAFETY.**

11. I understand that I may be accessing areas open for downhill skiing and snowboarding during "Snow School" activities, and that I am responsible for yielding to any downhill ski or snowboard traffic and/or any snowmobile, machinery, and/or other mechanical or human ski area traffic activities. I understand that I am responsible for clarifying with the instructor if I have any questions about travel paths. I also understand that I am not to stop in areas where I cannot be seen by skier, snowboarder, or other ski area traffic.

12. I certify that with my experience, capabilities, and current physical condition I AM QUALIFIED TO PARTICIPATE IN SNOWSHOEING and MOUNTAIN ACTIVITIES AND HAVE NOT BEEN ADVISED OTHERWISE BY A MEDICAL PROFESSIONAL.

13. I AUTHORIZE AND CONSENT TO ANY FIRST AID, medical treatment or transport for myself that is deemed appropriate by a Mt. Baker first aid provider acting within the scope of his or her training.

PARTICIPATION TERMS AND POLICIES

14. All visitors to the ski area are expected to adhere to ALL MT. BAKER SKI AREA MOUNTAIN POLICIES AND GUIDELINES. I understand that VIOLATION of any of these policies MAY RESULT IN FINES, SUSPENSION, AND ENDING PARTICIPATION IN ANY "SNOW SCHOOL" ACTIVITIES AT THE SKI AREA WITHOUT REFUND, AND/OR POSSIBLE PERMANENT TRESPASS FROM THE SKI AREA. Infractions of any of the policies will remain on file and will affect eligibility for future participation in "Snow School" activities and/or use of Mt. Baker Ski Area, Inc. facilities, services, and/or equipment.

15. I understand that I MAY BE PHOTOGRAPHED and I agree to allow any photos, video, or film likeness of myself to be used for any legitimate promotional purpose by Mt. Baker Ski Area, Inc.

16. Mt. Baker Ski Area, Inc. reserves the right to close any or all facilities or cancel or postpone any "Snow School" activities due to circumstances under its control or beyond its control: i.e., weather, lack of snow, road closures, etc. FACILITY, LIFT OPERATION, AND DURATION OF "SNOW SCHOOL" ACTIVITIES MAY VARY. I understand that season opening and closing dates and "Snow School" activity dates are at the discretion of Mt. Baker Ski Area, Inc. and may vary from printed schedules. NO REFUNDS OR CREDITS ON THE PURCHASE OF "SNOW SCHOOL" ACTIVITIES WILL BE ISSUED for programs that run the original quantity of sessions purchased.

17. For me to be authorized and eligible to participate in "Snow School" activities at the ski area, and/or utilize rental equipment, I certify that the signature below is that of myself and that I have made no misrepresentation about my identity on this Agreement.

18. All equipment information I have provided to Mt. Baker Ski Area, Inc. is true and correct. I HAVE MADE NO MISREPRESENTATIONS TO MT. BAKER SKI AREA, INC. ABOUT MY HEIGHT, WEIGHT, OR AGE. I understand that this information will be utilized to determine equipment and equipment settings. I understand that any rental equipment issued to me is for my use only.

19. I agree that I will not use any rental equipment until I understand how the equipment works and have received proper instruction and satisfactory answers to any questions. If at any time this equipment is damaged or does not seem to be working properly, I will stop using it immediately and return it for inspection.

20. I understand that SNOWSHOE-BOOT-BINDING systems normally will NOT RELEASE in falls and accidents and that they do NOT PROTECT against any type of injury or physical harm. I further agree and understand that the SNOWSHOE-BOOT-BINDING system does NOT ELIMINATE THE RISK of injuries or death.

21. I AGREE THAT I WILL VERIFY AND ACCEPT FOR USE, AS IS, ANY EQUIPMENT PROVIDED TO ME. I also accept full responsibility for the care of the equipment while it is in my possession. I furthermore agree to return all equipment by the agreed date and time in clean condition to avoid any additional charges and/or fees.

22. I WILL BE RESPONSIBLE FOR THE REPLACEMENT, AT FULL RETAIL VALUE, of any equipment issued to me from Mt. Baker Ski Area, Inc. in the event of any loss, theft, or damage of any kind, other than reasonable wear and tear, which results while the equipment is in my possession and/or until the equipment is returned in satisfactory condition.

HOLD HARMLESS AND INDEMNIFICATION

23. I voluntarily agree to RELEASE, INDEMNIFY and HOLD HARMLESS Mt. Baker Ski Area, Inc., its owners, land owners, directors and officers, employees, sponsors, and agents ("Mt. Baker") as well as the United States Forest Service and the manufacturers and distributors of any rental equipment issued to me and their owners, agents, employees, and affiliated companies from any and all claims related in any way to participation in "Snow School" activities at the ski area, use of Mt. Baker equipment, and/or any activities at or use of Mt. Baker Ski Area and any of the Mt. Baker Ski Area, Inc. facilities or services; including any and all claims for death, personal injury, property damage, social losses, economic and non-economic losses, financial hardship, damages, theft, or actions of any kind, whether caused by negligence or otherwise.

24. I understand that Mt. Baker Ski Area, Inc. is not affiliated with any other entities, organizations, groups, clubs, or persons involved in the coordination or organization of transportation of individuals to Mt. Baker Ski Area and/or related activities. Further, I agree to RELEASE, INDEMNIFY, and HOLD HARMLESS the coordinators, chaperones, volunteers, school district, club, group, and/or organization responsible for such coordination and/or related activities for any and all claims related to "Snow School" activities and/or use of any Mt. Baker facilities, services, and/or equipment; including any and all claims for death, personal injury, property damage, social losses, economic and non-economic losses, financial hardship, damages, theft, or actions of any kind, whether caused by negligence or otherwise.

25. I agree to pay any and all legal fees incurred by Mt. Baker which may arise from any claims, actions or lawsuits by or on behalf of myself, the participant, my heirs, executors, or administrators.

26. This RELEASE/INDEMNIFICATION clause shall be construed broadly to provide INDEMNITY and RELEASE OF LIABILITY to the maximum extent permissible under applicable law. This RELEASE AGREEMENT is governed by the Laws of the State of Washington and venue for any disputes regarding this AGREEMENT and/or use of Mt. Baker Ski Area, Inc. facilities or services will be in the Superior Courts of Whatcom County.

27. I accept that if any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of this entire Agreement will be severable and remain in effect.

I certify that I have READ, UNDERSTAND AND ACCEPT the terms of this Agreement and freely accept and assume the risk that I can suffer property damage, financial hardship, social losses, economic and non-economic losses, damages, illness, and severe personal injury or even death to myself or my heirs by participating in "Snow School" activities, utilizing Mt. Baker equipment, using Mt. Baker Ski Area, Inc. facilities and/or services, or participating in mountain activities and associated activities, not only in ways described, but also in ways that are unknown and/or unexpected, even if I follow instructions or advice. I have had sufficient opportunity to read this entire document and I understand and agree to the responsibilities, purchase terms, and policies of this Release and Snow School Activities Participant Agreement. I have reviewed a copy of Mt. Baker's Mountain Policies and Guidelines, Your Responsibility Code, and Washington State Law RCW 79A.45.030, available in the trail map, website, and/or posted at the ski area and understand and agree to the terms of these policies.

I HAVE REVIEWED AND UNDERSTAND THE RESPONSIBILITIES, RISKS, HAZARDS, TERMS, AND POLICIES OUTLINED IN THIS DOCUMENT. I AGREE NOT TO SUE MT. BAKER.

PARTICIPANT PRINTED NAME
SIGNATURE DATE mo / day / yr