

Season Pass Holder
Release & Waiver of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of myself OR my child participating in the snow ski related activities, and/or other activities, offered by Peak Endeavors, LLC dba Flagstaff Nordic Center. I represent that I OR my child understand the nature of this Activity and that I OR my child are qualified, in good health, and in proper physical condition to participate in such Activity. I acknowledge on behalf of myself OR my child that if I OR my child believe event/Activity conditions are unsafe, we will immediately discontinue participation in the Activity.

It is fully understood that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and/or death, which may be caused by my OR my child's own actions or inactions, those of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the "Releasees" named below, and that there may be other risks either not known to me OR my child, or not readily foreseeable at this time; and I OR my child fully accept and assume all such risks and all responsibility for losses, costs, and damages I OR my child might incur as a result of my OR my child's participation in the Activity.

I hereby release, discharge and covenant not to sue Peak Endeavors, LLC dba Flagstaff Nordic Center, its respective administrators, directors, agents, officers, volunteers, and employees, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the Activity takes place (each considered one of the "Releasees" herein), and release and discharge them from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk, that I, or anyone on my behalf OR on behalf of my child, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which may incur as a result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it, and 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, and agree that if any portion of this agreement/release agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(printed name of participant)

(address)

(signature of participant OR parent/legal guardian)

(date)

(phone)