

GROUP/EVENT/CAMP/SHOP NAME: \_\_\_\_\_  
TIMBERLINE LODGE AND SKI AREA  
AGREEMENT OF RELEASE AND INDEMNITY  
FOR 2009-2010

NAME OF PARTICIPANT: \_\_\_\_\_ AGE: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

I acknowledge that snowskating, bicycling, skiing, snowboarding, racing, chairlifts, and the boarding and unloading process, sports event production, sports events, snowmobiles, snowcats, vehicle shuttle transportation, and related sports activities including training for such activities (collectively referred to as "Sports Activities") are HAZARDOUS activities and that I have made a voluntary choice to participate in such Sports Activities (or to allow my child to do so) despite the risks that they present. I ASSUME THE INHERENT RISKS OF THE SPORTS ACTIVITIES ON BEHALF OF MYSELF AND ANY CHILD ENTRUSTED TO MY CARE. I understand that no refunds of any fees will be given after the program, event, or session begins.

I hereby irrevocably grant and convey to 'RLK and Company' all right, title and interest in and to record my name, image, voice, statements and/or writings including any and all photographic images and video or audio recordings at Timberline Lodge and Ski Area. I further irrevocably grant to RLK and Company, its advertisers, customers, agents, successors and assigns, unrestricted rights to use the above mentioned sound, still, or moving images in any medium, including posting on the Internet and World Wide Web, for educational, promotional, advertising, or other purposes without limitation consistent with the mission of Timberline Lodge and Ski Area. I agree that all intellectual property rights to the sound, still, or moving images belong to RLK and Company. I voluntarily waive the right to inspect or approve such images and waive my right to any royalties, proceeds or other benefits derived from such photographs or recordings.

I acknowledge that as a Participant in Sports Activities I have certain duties under Oregon law (ORS 30.985) which include, but are not limited to, the following:

- I am the sole judge of the limits of my skills and ability to meet and overcome the inherent risks of Sports Activities and I will maintain reasonable control of speed and course.
- I will abide by the directions and instructions of the ski area operator.
- I will familiarize myself with the posted information on location and degree of difficulty of trails and slopes to the extent reasonably possible before using any slope or trail.
- I will not cross the uphill track of any surface lift except at points clearly designated by the ski area operator.
- I will not overtake any other participant except in such a manner as to avoid contact and shall grant the right-of-way to the overtaken Participant.
- I will yield to other participants when entering a trail or starting downhill.
- I will wear retention straps or other devices to prevent runaway equipment.
- I will not board rope tows, wire rope tows, j-bars, t-bars, ski lifts or other similar devices unless or until I have sufficient ability to use the devices, and I will follow any written or verbal instructions that are given regarding the devices.
- If involved in an accident, I will not depart from the ski area without leaving my name and address if reasonably possible.
- If I am injured (or if my child is injured) I will give notice of the injury to the ski area operator before leaving the ski area.
- I will not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.

I agree that a violation of any of the duties set forth above entitles the ski area to withdraw my privilege of snowskating, snowblading, skiing, snowboarding, boarding or riding chairlifts or snowcats, and my right to use the equipment and facilities at the ski area. I also agree that if I violate any of these duties, this is evidence of my fault for any injuries or damages that may result.

**IN CONSIDERATION OF PARTICIPATING IN SNOWSKATING, BICYCLING, SKIING, SNOWBOARDING, RACE TRAINING, EVENT PRODUCTION, RACING, SPORTS EVENTS, CHAIRLIFT USE (INCLUDING LOADING AND UNLOADING), AND/OR SNOWMOBILE OR SNOWCAT TRANSPORTATION, AND VEHICLE SHUTTLE. I AGREE TO RELEASE FROM LIABILITY AND TO INDEMNIFY AND HOLD HARMLESS THE ORGANIZERS AND SPONSORS OF THE SPORTS ACTIVITIES, AND RLK AND COMPANY DBA TIMBERLINE LODGE AND SKI AREA, AND THEIR OFFICERS AND DIRECTORS, OWNERS, EMPLOYEES, VOLUNTEERS, AGENTS, LANDOWNERS, AFFILIATED COMPANIES AND EMPLOYEES FROM ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING COSTS AND ATTORNEY FEES), ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PREPARATION OR PRACTICE FOR, OR MY PARTICIPATION IN, SPORTS ACTIVITIES, OR ANY OTHER USE OF THE FACILITIES OR EQUIPMENT OF TIMBERLINE LODGE AND SKI AREA. THIS RELEASE AND INDEMNITY AGREEMENT IS INTENDED TO RELEASE CLAIMS AND LIABILITIES CAUSED BY THE NEGLIGENCE OF TIMBERLINE LODGE AND SKI AREA AND/OR THE ORGANIZERS AND SPONSORS OF ANY SPORTS ACTIVITIES OR EVENTS.**

In the event of any claims or litigation arising out of or in connection with participation in any activity at Timberline Lodge and Ski Area, the venue for legal proceeding shall be Clackamas County, Oregon. If any term is declared to be invalid hereunder, the remaining terms of this Agreement shall continue to be enforceable. This Agreement is governed by Oregon law.

I, the undersigned, have carefully read and understood this Agreement and all of its terms. I understand that this is a RELEASE AND INDEMNITY AGREEMENT which may prevent me or my estate from recovering damages in the event of injury or death. I, nevertheless, enter into this Agreement freely and voluntarily and agree that it will be binding upon me, my heirs, assigns, and my legal representatives.

PARTICIPANT'S SIGNATURE: \_\_\_\_\_

PARENT OR GUARDIAN OF PARTICIPANT (must be signed by parent or legal guardian if Participant is under eighteen (18) years of age). AS PARENT OR GUARDIAN OF THE NAMED PARTICIPANT, I HEREBY AGREE TO THE INDEMNITY PROVISIONS REFERRED TO ABOVE AND I WILL BE RESPONSIBLE FOR THE PAYMENT OF ANY MEDICAL EXPENSES INCURRED BY THIS MINOR.

PARENT OR GUARDIAN NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

(Please print)

PARENT OR GUARDIAN SIGNATURE: \_\_\_\_\_

**\*RELEASE KEPT ON FILE AT AREA\***

AGREEMENT OF RELEASE AND INDEMNITY FOR MT.  
HOOD SKIBOWL, LLC 2009-2010

NAME: \_\_\_\_\_ AGE: \_\_\_\_\_ PHONE: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_  
TEAM/GROUP NAME: \_\_\_\_\_ SKIING ABILITY: \_\_\_\_\_ EMAIL: \_\_\_\_\_

I acknowledge that skiing, ski racing, snowboarding, snow tubing, snow play, snowmobiling, event production and all 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 skiing, race training, snowboarding, event production and ski racing, I agree to ASSUME ANY AND ALL RISKS OF INJURY OR DEATH which might be associated with or result from my participation in skiing, snowmobiling, race training, snow tubing, snow biking, snow play, event production, snowboarding, or ski racing.

I acknowledge that I have certain duties, which include, but are not limited to, the following:

- (A) Skiers who ski in any area not designated within the permit area assume the inherent risks thereof.
- (B) Skiers shall be the sole judges of the limits of their skills and ability to meet and overcome the inherent risks of skiing and shall maintain reasonable control of speed and course.
- (C) Skiers shall abide by the directions and instructions of the ski area operator.
- (D) Skiers shall familiarize themselves with the posted information on location and degree of difficulty of trails and slopes to the extent reasonably possible before skiing on any slope or trail.
- (E) Skiers shall not cross the uphill track of any surface lift except at points clearly designated by the ski area operator.
- (F) Skiers shall not overtake any other skier except in such a manner as to avoid contact and shall grant the right-of-way to the overtaken skiers.
- (G) Skiers shall yield to other skiers when entering a trail or starting downhill.
- (H) Skiers must wear retention straps or other devices to prevent runaway skis.
- (I) Skiers shall not board rope tows, wire rope tows, j-bars, t-bars, ski lifts or other similar devices unless they have sufficient ability to use the devices, and skiers shall follow any written or verbal instructions that are given regarding the devices.
- (J) Skiers, when involved in a skiing accident, shall not depart from the ski area without leaving their names and addresses if reasonably possible.
- (K) A skier who is injured should, if reasonably possible, give notice of the injury to the ski area operator before leaving the ski area.
- (L) Skiers shall not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.

I agree that a violation of any of the duties set forth above entitles the ski area to withdraw my privilege of skiing and my right to use the facilities at the ski area.

RELEASE AND INDEMNITY AGREEMENT AND SKIER SAFETY ENFORCEMENT CRITERIA: PARTIAL LIST OF PUNISHABLE INFRACTIONS That may result in suspension or revocation of ticket/pass without refund: Reckless skiing, Disruptive/Rude behavior, Abusive Language, Intoxication/Drugs, Disregard of area rules/safety regulations, Excessive speed/jumping, repeat offenders, Improper embarking/disembarking from the ski lift, Reckless skiing resulting in an injury/crash, Vandalism, Blatant disregard of area rules, fighting, abusive behavior, or Skiing in a closed area.

**The purchaser/user of this ticket or pass, in accordance with Oregon's Skiing Activities Act ORS 30.970 to 30.990, understands that skiing/snowboarding is a hazardous sport and accepts and assumes the inherent risks thereof including, but not limited to; changing weather conditions, variations or steepness in terrain, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, lift towers and other structures and their components, collisions with other skiers and a skier's failure to ski within the skiers own ability.**

PROSECUTION: SELLING TICKETS, ATTEMPTING TO BOARD LIFT WITHOUT VALID PASS, TRANSFER OF PASS/ TICKET TO ANOTHER INDIVIDUAL.  
I UNDERSTAND THAT ALL SAFETY REGULATIONS WILL BE ENFORCED.

"IN CONSIDERATION OF THE ABOVE NAMED PARTICIPANT/SKIER/SNOWBOARDER/RACER/RACE WORKER/COACH/SNOWMOBILER/SNOW TUBER/SNOW BIKER PARTICIPATING IN SKIING, RACE TRAINING, SNOW PLAY, SNOWMOBILING, SNOWBOARDING, EVENT PRODUCTION, SPECIAL EVENTS AND SKI RACING, I AGREE TO RELEASE FROM LIABILITY AND TO INDEMNIFY AND HOLD HARMLESS **MT. HOOD SKIBOWL, LLC AND IT'S OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, VOLUNTEERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND LIABILITIES ARISING OUT OF OR CONNECTED** WITH MY PREPARATION OR PRACTICE FOR, OR MY PARTICIPATION IN, ANY SKI RACES, SKI TRAINING, SKIING, EVENT PRODUCTION, SNOW TUBING, SNOW PLAY, SNOWMOBILING, SPECIAL EVENTS OR ANY OTHER USE OF THE FACILITIES OF THE ABOVE-NAMED AREAS DURING THE 2009/2010 SKI SEASON. . **THE UNDERSIGNED PARENT OR GUARDIAN OF ANY MINOR SHALL INDEMNIFY MT. HOOD SKIBOWL, LLC FROM INJURIES OR PROPERTY DAMAGE INCURRED BY OR CAUSED BY SUCH A MINOR.** THIS RELEASE AND INDEMNITY INCLUDES, BUT IS NOT LIMITED TO, CLAIMS BASED UPON NEGLIGENCE BUT IT DOES NOT APPLY TO CLAIMS WHERE A RELEASE MAY BE UNENFORCEABLE AS A MATTER OF PUBLIC POLICY. "I, the undersigned, have carefully read and understood this Agreement and all of its terms. I understand that this is a RELEASE AND INDEMNITY AGREEMENT, which MAY prevent me or my estate from recovering damages in the event of injury or death. I, nevertheless, enter into this Agreement freely and voluntarily and agree that it will be binding upon me, my heirs, assigns, and my legal representatives."

PARTICIPANT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_ AGE: \_\_\_\_\_  
(Please print)

PARTICIPANT SIGNATURE: \_\_\_\_\_

PARENT OR GUARDIAN OF PARTICIPANT (must be signed by parent or legal guardian participant is under eighteen (18) years of age). "AS PARENT OR GUARDIAN OF THE NAMED PARTICIPANT, I HEREBY AGREE TO THE INDEMNITY PROVISIONS REFERRED TO ABOVE AND I WILL BE RESPONSIBLE FOR THE PAYMENT OF ANY MEDICAL EXPENSES INCURRED BY THIS MINOR."

In the event of any claims or litigation arising out of or in connection with participation in any activity at Mt Hood Skibowl, the venue for legal proceeding shall be Clackamas County, Oregon. If any term is declared to be invalid hereunder, the remaining terms of this agreement shall continue to be enforceable.

PARENT OF GUARDIAN NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Please print)

PARENT OR GUARDIAN SIGNATURE: \_\_\_\_\_