



I or my child (collectively, "I", "my", or "me") have voluntarily applied to participate in programs, related events, and activities of DISABLED SPORTS (the "Program"). I acknowledge that participation in the Program, including skiing, snowboarding, summer outdoor sports, any related winter and summer activities, and any use of the facilities associated with those activities are **HAZARDOUS**. I have made a voluntary choice to participate in the Program despite the inherent risks that it presents which include, but are not limited to, variations in terrain, snow conditions, weather conditions, visual perception, moguls, cliffs, rocks, forest growth, debris, man-made and natural objects, and other users of the facilities. I also agree that there may be other risks not known to me or not reasonably foreseeable at this time. In consideration of my participation in the Program, I agree to **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** associated with the Program, including all mountain transportation such as lifts.

I agree that prior to participating, I will inspect to the best of my abilities, or if a parent and/or legal guardian, I will instruct the minor participant to inspect to the best of his/her abilities, the facilities and equipment to be used. If I have any concerns about the equipment or facilities, I will immediately advise Disabled Sports of any such condition and refuse to participate.

Notice to MONO-SKI and BI-SKI SKIERS: To get up the ski hill, all skiers use a chair lift. As a sit-down skier, you will ride the chair lift in your mono-ski or bi-ski and will, with assistance, unload the lift by dropping down as much as three feet onto the unloading ramp. In this unloading process, your hips and back must be able to sustain the "jolt" or jarring that will occur. Falling is an inherent risk of skiing. In this case, your arms, shoulders, and back must be able to sustain the jolting or jarring that will occur. If you believe either unloading or tipping onto your side may cause you pain or injury, consult your doctor and discuss with Disabled Sports before attempting this activity.

In consideration for being permitted to participate in the Program, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Disabled Sports Eastern Sierra, Disabled Sports/USA, Mammoth Mountain Ski Area LLC, June Mountain Ski Area, the United States of America, Department of Agriculture, United States Forest Service, special event organizers, sponsors, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, landowners, parent and subsidiary companies, and affiliated companies and ski areas (collectively herein, "Disabled Sports") for injury or death resulting from my participation in the Program, regardless of the cause, including the alleged **NEGLIGENCE**, breach of warranty, implied liability, or any other legal theories of Disabled Sports. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Disabled Sports for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my participation in the Program. I understand that Disabled Sports Eastern Sierra, Disabled Sports/USA shall defend, indemnify and hold me harmless against a third party claim arising from my activities as a participant of the Program, provided that any such incident arises out of and within the course and scope of my prescribed activities.

**I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER**, and will apply whenever I participate in the Program. I understand that this **RELEASE OF LIABILITY** will prevent me, my child, or my heirs and assigns from filing suit or making any claim for damages in the event of injury or death to myself or to any person or property which may result from my participation in the Program. Additionally, in the event I file or my child or any legal representative files a claim or a lawsuit arising out of my participation in the Program, I **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Disabled Sports for any damages, attorney's fees, or costs arising out of such a claim or a lawsuit. With a full understanding of this agreement, I nevertheless enter into this agreement freely and voluntarily and agree that it is binding upon me, my child, my heirs, assigns and legal representatives.

I hereby authorize Disabled Sports and Mammoth Mountain Ski Area to copyright, use, or reproduce my image and/or likeness in photographs, video tapes and films in which I, the undersigned, or the minor participant, appear while enrolled in any of their programs for any purpose, without compensation or restriction and without incurring any debts or liabilities to me of any kind.

I understand that by signing this Agreement, I agree to be legally bound by its terms, which **limits my legal rights** and supersedes any other agreement or representations by or between the parties hereto. I understand and agree that this agreement is severable and that if any clause is found to be invalid, the offending clause will be stricken and the balance of the contract will remain in effect and will be valid and enforceable. This contract is intended to provide a comprehensive release of liability, but is not intended to assert any claims or defenses which are prohibited by law. I agree that any action will be brought in the County of Mono, State of California, or alternatively, in a court of competent jurisdiction in the State of California. Any disputes will be subject to and determined under the laws of the State of California.

Print name of Participant: \_\_\_\_\_

Signature of Participant: \_\_\_\_\_ Date: \_\_\_\_\_

Prospective Participants under the age of 18 years are required to have a parent or legal guardian read and sign.

Print name of Parent or Legal Guardian: \_\_\_\_\_

Signature of Parent or Legal Guardian \_\_\_\_\_ Date: \_\_\_\_\_

Relationship: Parent Step Parent Grandparent Guardian Authorized Adult