

**Kirkwood Mountain Resort Summer Activities Release 2010**  
**REGISTRATION & LIABILITY RELEASE AGREEMENT**  
**PLEASE READ CAREFULLY BEFORE SIGNING**

Participant's name (please print): \_\_\_\_\_

Mailing address: \_\_\_\_\_

City, state, zip: \_\_\_\_\_

Phone(s): (\_\_\_\_\_) \_\_\_\_\_

**EMERGENCY CONTACT** Name: \_\_\_\_\_

Phone(s): (\_\_\_\_\_) \_\_\_\_\_

I am 18 years of age or older. I may participate in the sports of mountain biking, climbing, hiking, disc golfing, tennis, volleyball, basketball, horseshoes, fishing, riding chairlifts, use of the climbing wall, ropes course, zip line and other recreational activities at Kirkwood Mountain Resort (hereafter, "Kirkwood") or that are sponsored by Kirkwood (collectively "ACTIVITIES"). I understand that the ACTIVITIES involve inherent and other risks of **INJURY and DEATH**. I understand that trail and mountain conditions vary constantly, and that hazards and obstacles may exist throughout Kirkwood, including, but not limited to, stumps, terrain variations, forest growth, rocks, debris, lift towers and other hazards. In consideration for being permitted to participate in the ACTIVITIES at Kirkwood or that are sponsored by Kirkwood, **I voluntarily agree to expressly assume all risks of injury or death** that may result from the ACTIVITIES or from any other activity at Kirkwood. **I AGREE TO RELEASE Kirkwood Mountain Resort, LLC, its shops, employees, owners, parent companies, affiliates, agents, landowners, officers, directors, and their successors in interest, and any equipment manufacturers and distributors (collectively "RELEASEES") from ALL LIABILITY FOR NEGLIGENCE that causes injury to me under all circumstances while I am at the Kirkwood ski area. I understand that this release of liability is binding on me whether or not I am skiing, snowboarding, mountain biking, climbing, hiking, disc golfing, tennis, volleyball, basketball, horseshoes, fishing, riding chairlifts, use of the climbing wall, ropes course, zip line and other recreational activities or using any sport equipment and it applies when I am walking, driving, standing, sitting or involved in any other activity at Kirkwood. I understand that this Agreement is intended to prevent me from suing RELEASEES for negligence for any reason and under all circumstances. If I am not willing to accept this release, then I should not sign this document and I should decline the services and equipment offered to me by Kirkwood.**

I further agree to defend and indemnify PROVIDERS for any loss or damage arising from claims or lawsuits for personal injury, death, and property loss and damage related to participation in the ACTIVITIES or any other activity at Kirkwood.

I agree to act safely at all times, to comply with the rules and policies of Kirkwood, and to obey all signs and all instructions given in connection with a Kirkwood sponsored event or by Kirkwood staff. I accept **AS IS** any equipment provided to me.

I authorize any person connected with PROVIDERS to administer first aid to me, as they deem necessary. I authorize medical and surgical care and transportation to a medical facility or hospital for treatment necessary for my well-being, at my expense.

This agreement is binding upon my heirs, executors, administrators, and assigns. I acknowledge that the laws of the State of California govern this agreement. I further agree that any action involving parties or issues relating to or arising out of this agreement must be instituted and prosecuted in the courts in Alpine County, California. 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 the entire agreement will be severable and remain in effect.

**I understand that a helmet must be worn at all times while mountain biking, use of the ropes course and zip line. I agree to use restraint bars in connection with riding chairlifts for summer activities at Kirkwood.**

**I HAVE READ, UNDERSTAND, AND VOLUNTARILY AGREE TO THIS AGREEMENT AND RELEASE OF LIABILITY ON MY OWN BEHALF AND ON BEHALF OF ANY CHILD NAMED ABOVE.**

Participant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Parent/guardian:** If the participant is a minor, I verify and declare that I am the parent or guardian of the minor, and I have authority to enter into this agreement on behalf of the minor.

Parent/guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# WARNING

Mountain Biking and other recreational activities involve inherent and other risks of **INJURY** and **DEATH**. Trail and mountain conditions vary constantly because of weather changes and mountain bike use. Stumps, variations in terrain, forest growth, rocks and debris, lift towers and other natural and man made obstacles and hazards exist throughout the area. The user of this lift ticket assumes the risk of personal injury and death related to participation in all recreational activities at Kirkwood. You are the sole judge of your mountain biking ability and your ability to safely use chairlifts. Keep the restraint bar in place at all times on the chairlift, except when loading and unloading.

**Always mountain bike in control.** Only you can determine whether your skill level is sufficient to use any given terrain or features. You are responsible for avoiding collisions with other mountain bikers and hikers. The downhill bikers have the right of way. Mountain biking out of control or in a manner that poses an increased risk of injury to you or other bikers may result in the immediate revocation of mountain biking privileges, at the sole discretion of the resort. Mountain biking in closed areas is prohibited. Management is not responsible for lost tickets. This ticket is revocable without refund at any time by Management of the resort or by the Mountain Bike Patrol for user misconduct or nuisance. This ticket is void and will not be honored if the wicket is broken. This ticket must be visible and attached to pants.

**Resale is unlawful per CA P. C. 537  
NO REFUNDS-NOT TRANSFERABLE**

Pass Holder/Ticket Holder Signature: \_\_\_\_\_

Date: \_\_\_\_\_