

SCHOOL RELEASE & AGREEMENT TO PARTICIPATE IN THE OLOL SKI / SNOWBOARD PROGRAM

IMPORTANT: THIS IS A LEGALLY BINDING AGREEMENT; PLEASE READ IN FULL AND UNDERSTAND BEFORE SIGNING.

If you are unwilling to assume all the risks of your minor child's use of this program, DO NOT sign this document, in which case you/your minor child will NOT be authorized to use the facilities and equipment of this program. If you sign this document BUT make any alterations to it, you are NOT authorized to use the facilities or equipment of program.

1. Assumptions of Risks. I, for myself or as the parent/legal guardian of the participating minor child, whose name is listed below ("Participant") wish to participate in the Our Lady Of Lourdes Ski/Snowboard program and may engage in one or more activities, including without limitation: alpine, nordic, and freestyle skiing; snowboarding (including freestyle jumping); alpine skiing and snowboarding lessons/instruction; snowshoeing; and cross country skiing(collectively, the "Sports"). I understand that the Sports are intensive sports that involve many inherent risks and dangers, and that participating in the Sports may put me/my child at risk of serious injury, illness, or even death. These dangers include but are not limited to: use of ski lifts and tows; collision with structures and devices; risk-creating weather conditions and variations in terrain; accidents by other users; failure to follow safety procedures; failure to stay within ability or control; improper instruction; and limits or defects at resort. I am also aware that hazards may exist throughout the resort, may be unmarked and occur without warning, and that safety equipment, proficiency checks, supervision and enforcement of rules do not and cannot guarantee my/my minor child's safety. I am/my minor child is able to perform the essential functions required to use the facilities and equipment at the resort and participate in the Sports and I am/my minor child is freely and voluntarily participating in the Sports and the use of the facilities and equipment at the resort. I REPRESENT AND WARRANT THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENTS, AM OF SOUND MIND, HAVE LEGAL AUTHORITY, AND FREELY ACCEPT AND FULLY ASSUME THE RISK THAT I/MY MINOR CHILD CAN SUFFER PROPERTY DAMAGE, ILLNESS, SEVERE PERSONAL INJURY OR EVEN DEATH BY USING THE FACILITIES OR EQUIPMENT AT THE RESORT OR PARTICIPATING IN THE SPORTS PROGRAM, not only the ways described above, but also in ways that are unknown and unexpected, even if I follow/my minor child follows instructions or advice.

2. Consent to Medical Treatment, Consent to Use of Images, Etc. If I am unable to consent at the time, due to injury, illness or absence, I hereby consent to administration of first aid and other emergency medical treatment for such injury or illness that occurs during my/my minor child's use of the facilities or equipment at the resort or participation in the Sports. I have/my minor child has adequate health insurance or resources to cover the costs of treatment in case of any such injury or illness. I agree to refrain/cause my minor child to refrain from and not to be impaired by the use of alcohol or any controlled substance (except as medically authorized) while using the facilities or equipment at the resort or participating in the Sports. I grant to the resort and its assigns the right to use, reproduce, display, distribute and make derivative works, in any and all media, or my/my minor child's voice and likeness recorded while using the facilities or equipment at the resort or participating in the Sports and any biographical information furnished by me/ my minor child to the resort.

3. Waiver, Release and Indemnification. I understand and agree that the resort is not an insurer of my/my minor child's conduct. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE the resort AND ALL OF ITS TRUSTEES, DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND REPRESENTATIVES AND OUR LADY OF LOURDES SCHOOL EMPLOYEES, ADMINISTRATORS, VOLUNTEERS, AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME/MY MINOR CHILD OR LOSS OF DAMAGE TO ANY PROPERTY BELONGING TO ME/MY MINOR CHILD, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, ARISING OUT OF OR RELATED TO MY/MY MINOR CHILD'S USE OF BRIGHTON OR PARTICIPATION IN THE SPORTS. I AGREE THAT THIS DOCUMENT SHALL BIND MY GUARDIAN, ASSIGNS, HEIRS, ADMINISTRATORS AND EXECUTORS FOREVER.

In the event any one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the validity or any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceability provision were not contained herein.

1.Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
FULL NAME OF PARTICIPANT

1.Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_  
SIGNATURE OF PARTICIPANT

2.Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
FULL NAME OF PARTICIPANT

2.Signature: \_\_\_\_\_ Today's Date: \_\_\_\_\_  
SIGNATURE OF PARTICIPANT

Parent/Guardian **MUST** sign below  
IF Participant is younger than 18  
Circle how related to Participant: Parent/Guardian  
\_\_\_\_\_  
PRINT NAME OF PARENT/GUARDIAN  
\_\_\_\_\_  
Date: \_\_\_\_\_  
SIGNATURE OF PARENT/GUARDIAN

Street  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_, Zip: \_\_\_\_\_ Country: \_\_\_\_\_  
MAILING ADDRESS OF PARTICIPANT (or Parent/Guardian if Participant is younger than 18)

EMERGENCY CONTACT NAME: \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

EMERGENCY CONTACT PHONE NUMBER: \_\_\_\_\_