

EVENT PARTICIPATION HOLD-HARMLESS, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Event: Terry Peak Down Hill Bike Festival **Promoter:** Terry Peak Ski Area
Date: July 31, August 1, 21 & 22, September 11 & 12, 2010

**PLEASE READ CAREFULLY.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS**

“PARTICIPANT” MEANS THE UNDERSIGNED ADULT, BEING AT LEAST 18 YEARS OLD, SIGNING ON BEHALF OF HIMSELF/HERSELF OR THE MINOR PARTICIPANT (UNDER 18) AND THE UNDERSIGNED PARENT OR LEGAL GUARDIAN OF THE MINOR SIGNING ON BEHALF OF HIMSELF/HERSELF. PARTICIPANT AGREES AND UNDERSTANDS THAT ASSISTING WITH PREPARATION OF THE HALF-PIPE EVENT AND/OR ANY OTHER USES OF THE SKI AREA FACILITIES CAN BE **HAZARDOUS** AND MAY INVOLVE THE RISK OF PHYSICAL INJURY OR DEATH.

Any injury resulting from any of the inherent dangers and risks of skiing, snowboarding, telemark skiing, or mountain biking, hiking, including: changing weather conditions, existing and changing snow conditions, bare spots, rocks, stumps, trees; collisions with natural objects, man-made objects, or other skiers/snowboarders; variation in terrain; and the failure of skiers and snowboards to ski and/or ride within their own abilities.

Participant expressly assumes ALL RISKS associated with the event; Participant agrees and understands these risks include, but are not limited to, risks associated with: equipment malfunction, surface conditions, marked and unmarked obstacles, slick or uneven riding and walking surfaces, surfaces covered with ice and snow or rock; strenuous activity; high altitude; sharing ski area facilities and Event venues with people directly involved and/or not directly involved in the Event. Participant is responsible for reading, understanding and complying with all signage, including instructions on use of the lifts. Participant recognizes that he/she must have the physical dexterity and knowledge sufficient to safely load, ride and unload the lifts. Participant assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Participant understands that snowmobiles, snowmaking, snow- grooming, and Event preparation equipment may be encountered any time. Participant recognizes that falls and collisions occur and injuries are a common and ordinary occurrence of the Event. Participant understands that he/she has the opportunity to inspect the Event’s course prior to participating in the Event and he/she assumes the risk of all course conditions, including but not limited to course construction or layout and obstacles. **DESPITE ALL THESE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE EVENT.**

In consideration of engaging in the Event and of permission to use the ski area facilities, Participant agrees to **ASSUME ALL RISKS** associated with the Event and agrees to hold harmless, release, defend and indemnify Terry Peak Ski Area, Smith Sport Optics and other Event product sponsors, its subsidiaries, including but not limited to the subsidiaries that operate Terry Peak Ski Area, Promoter, their respective agents, employees, representatives, assignees, directors, officers and shareholders (each hereinafter a “Released Party”) from all liabilities and/or claims for injury or death to persons or damage to property arising from engagement in the Event, including those injuries and damages caused by the Released Parties’ alleged or actual: 1) negligence or 2) breach of any express or implied warranty. By execution of this release, the undersigned agrees to indemnify each Released Party for any injuries to Participant or to other person(s) or property that Participant may cause as a result of engaging in the Event.

Participant is in good health and there are no special problems associated with his/her care. Participant: 1) authorizes a licensed physician, dentist and/or other medical provider to carry out any emergency medical care for Participant if incapacitated; 2) accepts responsibility and agrees to indemnify the Released Parties for all such medical expenses; 3) irrevocably grants Terry Peak Ski Area the right of publicity to own and use any image(s) collected of Participant while participating in the Event; and 4) agrees to defend and indemnify the Released Parties for any and all claims whatsoever brought by a third party arising in connection with Participant’s participation in the Event.

In consideration of permission to participate in the Event and of using the ski area facilities, **PARTICIPANT CONTRACTUALLY AGREES THAT ALL CLAIMS** for injury and/or death shall be **GOVERNED BY SOUTH DAKOTA LAW & EXCLUSIVE JURISDICTION** shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of South Dakota. This Release shall be binding upon Participant’s assignees, distributors, heirs, next of kin, executors and personal representatives.

**I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE.
I UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.
I AM AWARE THIS IS A RELEASE OF LIABILITY AND I SIGN IT OF MY OWN FREE WILL.**

Date Signed: _____

Signature of Participant: _____ **Print Name of Participant:** _____

Signature of Parent or Guardian, if applicable: _____

Printed Name of Parent or Guardian, if applicable: _____

Address: _____ **City/State/Zip:** _____ **Phone:** _____