

WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way in Sandia Peak Ski Patrol activities, the undersigned agrees to the following:

Name of activity: ON THE HILL TRAINING

Date of activity: November 15, 2009

1. Prior to participating, I will inspect the facilities and equipment to be used, and if I believe anything is unsafe, I will immediately advise a representative of the Sandia Peak Ski Patrol and/or a representative of the Sandia Peak Ski Area of such condition(s) and refuse to participate.
2. I acknowledge and fully understand that I will be engaging in activities that involve risk or damage to personal property or serious injury, including permanent disability and death, and severe social and economic losses which might result not only from my own actions or negligence, but the actions, inactions or negligence of others, the rules of participation, the condition of the premises, or any equipment used. Further, there may be other risks not known or not reasonably foreseeable at this time.
3. I assume all the foregoing risks and accept personal responsibility for all expenses, medical or otherwise, following any such damages, injury, permanent disability or death.
4. I release, waive, discharge, and covenant not to sue the Sandia Peak Ski Patrol and/or the Sandia Peak Ski Area, their affiliates, their representative administrators, directors, agents, trainers, and other employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and leasers of the premises used to conduct the event, all of which are hereinafter referred to as "releasees", from any and all liability to me, my heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or part by negligence of releasees or otherwise.
5. This waiver may not be modified in any way. If any part of this waiver is determined to be invalid by law, all other parts of this waiver shall remain valid and enforceable.

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNED IT VOLUNTARILY.

Participant's Name _____ Signature _____

Address: _____ City _____ State _____ Date of Birth _____

If participant is less than 18 years of age:

Guardian's Name: _____ Signature _____

Address: _____ City _____ State _____ Date of Birth _____