

**SANDIA PEAK SKI PATROL
OPERATIONS MANUAL AGREEMENT AND RELEASE OF LIABILITY**

The undersigned is at least 18 yrs old, or if he/she is younger than 18 yrs of age, has had a parent or guardian who has read and signed the following agreement and release.

Agreement to Comply: I have read and understand the current Sandia Peak Ski Patrol Operations Manual and agree to comply with all guidelines described within.

Notification of Risks: I agree and understand that participating in Ski Patrol is a hazardous activity. Further, I recognize that there are risks, including, but not limited to skiing, snow conditions, weather conditions, natural hazards, manmade hazards, and the actions of others. I recognize that injuries are a common and ordinary occurrence in this activity. I hereby elect to participate in Ski Patrol and agree freely and expressly **ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH** to myself while participating in Ski Patrol.

Assumption of Risk: I hereby assume all risks which may be associated with and/or result from my involvement in Ski Patrol and hereby agree to hold harmless, release, indemnify and defend the National Ski Patrol System, Inc., the Sandia Peak Ski Patrol, and the Sandia Peak Ski Area, their subunits, subsidiaries and affiliates, their respective officers, directors, agents, servants, members, and employees (hereinafter collectively "the Patrol") of and from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by me while participating in Ski Patrol, but not limited to, those injuries and damages caused by negligence and/or breach of warranty, express or implied, on the part of the Patrol.

Indemnification by Execution: By execution of this agreement and release the Patrol shall be indemnified and held harmless for any injury to any other person(s) or property that I may cause as a result of engaging in Ski Patrol.

Forum Selection: I CONTRACTUALLY AGREE that any and ALL DISPUTES between myself and Patrol arising from my participation in Ski Patrol will be GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO AND EXCLUSIVE JURISDICTION thereof will be in the state courts residing in the county where the alleged tort occurred or the federal courts of the State of New Mexico.

Severability: IN THE EVENT ANY SECTION OF THIS RELEASE IS FOUND TO BE UNENFORCEABLE, THE REMAINING TERMS SHALL BE FULLY ENFORCEABLE.

Enforceability: THIS RELEASE SHALL BE BINDING TO THE FULLEST EXTENT PERMITTED BY LAW.

I HAVE CAREFULLY READ THE FOREGOING AGREEMENT AND LIABILITY RELEASE, UNDERSTAND ITS CONTENTS, AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Executed this _____ day of _____, 20__

Print Name of Participant or Guardian Signature of Participant or Guardian