



PARTICIPANT RELEASE AND WAIVER

Snowdays Foundation (hereafter "Snowdays") will be taking the Participant snowboarding at the Summit Ski Area ("Summit") on ___/___/___ (the "Event"). Snowdays will be responsible for: transportation (as directed by Snowdays) by bus to and from Summit; and providing reasonable snowboard clothing, snowboard equipment and food (to include breakfast, snack and lunch only). Please ensure Participant brings extra socks, a water bottle and sunscreen. We will be meeting at 8:00am and returning at approximately 5:00pm.

PRINT FULL NAME OF THE "PARTICIPANT": _____ PARTICIPANT DATE OF BIRTH* ___/___/___

PRINT FULL NAME OF THE "GUARDIAN": _____ GUARDIAN DATE OF BIRTH* ___/___/___

STREET ADDRESS _____ CITY _____ STATE ___ ZIP _____

In case of an emergency, (Please provide two numbers):

Name: _____ Number: (____)____-____ Relationship to Participant: _____

Name: _____ Number: (____)____-____ Relationship to Participant: _____

SNOWDAYS RELEASE AND INDEMNITY AGREEMENT

By signing this form, I give permission for the Participant to participate in the Event. I/We recognize that snowboarding and other activities undertaken in the mountain ski-resort environment are inherently hazardous, carry inherent risks and dangers to Participant that cannot be eliminated and can result in serious injury or death. I/We accept and assume the potential risks to the Participant in participating in the Event, including without limitation those involved in transportation to and from Summit. I/We also accept and assume the potential risks to the Participant that are involved in the activity of snowboarding and being in a mountain ski-resort environment. I/We waive all claims that Participant might have against Snowdays, any of its employees, volunteers and/or any of the members of Snowdays board of directors (collectively, the "Releasees"), as applicable, from any liability and or claim of injury, loss, bodily harm, or damage (collectively, "Claims") arising from Participant's participation in the Event (including transportation thereto) or from third parties in attendance EVEN THOUGH CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE (WHETHER SOLE, JOINT OR BOTH), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF ANY SUCH RELEASEE, and I/we shall not bring any claims, demands, legal actions and causes of action, against any such Releasees for economic or non-economic losses due to bodily injury, death, property damage, sustained by Participant in relation to the premises and operations of Event. In consideration for the Participant participating in the Snowdays snowboarding trip, I agree to indemnify and hold harmless Releasees for any injuries, costs or claims arising from the Participant's participation in the Event. This release and indemnity agreement is intended to release any claims and liabilities arising out of the Event including, without limitation, those caused by the negligence of any of the Releasees.

Snowdays photographs and videotapes its trips, including the Event. Snowdays uses the images for promotional material and offers free digital copies to families and partner organizations. I grant to Snowdays and its representatives permission to: (a) film, photograph, and record Participant in connection with the event; and (b) use, reproduce, distribute, exhibit, display, perform, and otherwise exploit any resulting films, photographs, and recordings, and Participant's name, picture, likeness, image, voice, statements, biographical information, and performance in any manner, venue, format, and media anywhere in the world, in perpetuity, for any lawful purpose, including, without limitation, for purposes of advertising or trade.

In the case of an emergency, I/We authorize the Event staff to cause to be administered, by any licensed physician, emergency medical technician, hospital or other medical or health care facility or provider, whatever medical treatment that the foregoing deems necessary for the welfare of Participant, including, without limitation, the administration of anesthesia as deemed medically advisable. I/we understand that I/we will be financially responsible for all charges and fees incurred in the rendering of said treatment.

COVID-19 ASSUMPTION OF THE RISK. I acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. I knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. I hereby knowingly assume the risk of injury, harm and loss associated with the Activity, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

MEDICAL ACKNOWLEDGMENT AND RELEASE. I acknowledge the health risks associated with the Activity, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. I agree that if I experience any of these or any other symptoms during the Activity, I will discontinue my participation immediately and seek appropriate medical attention. I DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY PARTICIPATION IN THE ACTIVITY.

I authorize Snowdays to complete the digital "Group Rental/Lesson Form" on behalf of Participant; I further authorize Snowdays to complete and sign the Timberline Lodge & Ski Area Agreement of Release and Indemnity (text below) on my behalf and on behalf of Participant; and my signature below represents my consent for the Event.

TIMBERLINE LODGE & SKI AREA AGREEMENT OF RELEASE AND INDEMNITY
PLEASE READ CAREFULLY! THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN RIGHTS.

The holder, purchaser, and/or user of this pass ("Participant") understands that skiing, snowboarding, and any other sports, events, competitions, or activities, including any transportation related thereto ("Sports Activities") are hazardous and that injuries are common. Participant accepts and assumes the risks associated with Sports Activities, including, but not limited to, changing weather conditions, variations and steepness in terrain, terrain features and parks, snow or ice conditions, surface or subsurface conditions, bare spots, creeks and gullies, forest growth, rocks, stumps, the use of lifts, collisions with natural or man-made objects or other persons, avalanches, snow immersion, equipment failure, no or delayed first aid or rescue, grooming and snowmobile equipment, lift towers and other structures and their components, falling, loss of control, and exceeding one's ability. Participant freely and expressly ASSUMES ANY AND ALL RISK OF INJURY, DEATH, AND PROPERTY DAMAGE ASSOCIATED WITH SPORTS ACTIVITIES.

In consideration for lift access, participation in Sports Activities, and the use of any other area facilities, premises, or equipment, Participant hereby agrees to release, hold harmless, and indemnify R.L.K. and Company, dba Timberline Ski Area, and its members, directors, officers, employees, affiliates, contractors, volunteers, organizers, sponsors, and agents (collectively referred to as "Timberline") from any and all claims against Timberline arising directly or indirectly out of any Sports Activities and/or the use of any area facilities, premises, or equipment. This release includes claims and liabilities arising from negligence on the part of Timberline, but does not include claims based upon gross negligence or intentional conduct. Participant also agrees to indemnify (including costs and attorney fees) Timberline for any claim brought on behalf of any minor.

Participant agrees to abide by Your Responsibility Code, ORS 30.970, et. seq., and any rules, regulations, directions, signage, warnings, and/or orders of Timberline. Participant understands that Timberline may, among other things, revoke any Sports Activities privileges, if Participant fails to do so.

Alcohol consumption is not permitted while actively skiing or snowboarding "on-hill" within the Timberline permit area, including while riding lifts or in lift lines. Use of a lift or any ski trail when under the influence of drugs or alcohol is not permitted.

All facilities at Timberline Lodge and Ski and Area, including parking lots, are 100% located on the Mt. Hood National Forest. The use, transport and possession of marijuana is illegal on national forest and other federal lands.

Participant hereby irrevocably grants to Timberline the right to use his/her name, image or voice ("Image") for any educational, promotional, advertising, or other purpose on behalf of Timberline. Participant agrees that all intellectual property rights to his/her Image belong to Timberline and waives any right to approve, inspect and/or receive royalties or other benefits from the use of his/her Image.

Participant accepts for use "as is" the equipment listed on this form and accepts full responsibility for the care of the equipment while it is in Participant's possession. Participant is responsible for the replacement at full retail value of any equipment rented under this agreement if the equipment is not returned. Participant agrees to reimburse Timberline for any loss or damage to the equipment, other than reasonable wear and tear. Participant agrees to return all equipment by the time agreed to above, and that the equipment will be returned in clean condition. Participant understands that there are inherent risks and other risks involved in the use of this equipment and that injuries can and do occur, and Participant expressly assumes these risks.

Participant understands that snowboard bindings do not release. Participant understands that helmets are not designed to prevent or minimize all head injuries, and that Participant is responsible for the proper fitting of any helmet. Participant understands that any equipment provided, including helmets, will not prevent or minimize injuries.

Venue and jurisdiction for any legal dispute shall be Clackamas County, Oregon. This agreement shall be governed by Oregon law.

The signatory(ies) below represents and warrants that: (i) He/she/they is/are the parent(s) or legal guardian(s) of Participant, he/she/they has/have the authority to release the Claims and to bind Participant as provided in this Agreement, and that none of the Claims have been assigned or transferred; and (ii) Participant is in good health, has been cleared by a physician, and can participate in all types of physical activities, including, but not limited to, those associated with the Camp.

I/We have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

PARTICIPANT SIGNATURE _____ DATE __/__/____

GUARDIAN SIGNATURE _____

PRINT NAME _____ DATE __/__/____