



BUSING/TRANSPORTATION RELEASE AND WAIVER

In consideration of Sierra Summit, Inc., its employees, officers, owners, directors, affiliates and related corporations (hereinafter "Summit"), allowing _____, ("Participant") to participate in Summit's Area Use/Winter Activities and Golden Eagle Charter Inc. Transportation Package, it is agreed on behalf of Participant and for his/her heirs, assigns and representatives, (hereinafter collectively "Participant") that:

1. ACKNOWLEDGEMENT AND UNDERSTANDING

Participant acknowledges and understands that "Summit" is not in the busing/transportation business. Participant acknowledges and understands that all busing/transportation is being provided by Golden Eagle Charter, Inc. and that for any incident, injury and or damage arising out of said busing/transportation, any legal recourse and/or remedy must be exclusively initiated against Golden Eagle, Inc.

INITIALS

2. RELEASE FROM LIABILITY AND COVENANT NOT TO SUE

In consideration for being permitted to participate in busing/transportation to and from Sierra Summit Mountain Resort, by Golden Eagle Charter, Inc., vehicles, **PARTICIPANT AGREES TO FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE SUMMIT** for any injuries, death or property damage caused by busing/transportation or resulting from any access to Summit's premises, arising from, related to or necessary for transportation herein by Golden Eagle Charter, Inc., **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF SUMMIT'S ALLEGED NEGLIGENCE.**

INITIALS

3. INDEMNITY AGREEMENT

Participant agrees for himself/herself and his/her heirs, assigns and representatives to **INDEMNIFY AND HOLD HARMLESS SUMMIT** from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated by Participant or by any other person or organization on Participant's behalf, including demands for damages, judgments, costs, loss of services, or expenses, arising from the busing/transportation activities contemplated by this agreement, including but not limited to reasonable attorney fees incurred by **SUMMIT.**

INITIALS

PARTICIPANT IS AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT HE/SHE IS RELEASING LEGAL RIGHTS FOR HIMSELF/HERSELF AND HIS/HER HEIRS BY SIGNING IT.

PARTICIPANT FURTHER EXPRESSLY AGREES THAT THE FOREGOING AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW AND THAT IF ANY PORTION OR PARAGRAPH IS HELD INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Signature: _____ Date _____ Age _____

On behalf of myself and on behalf of the Participant herein (required if Participant is a minor), I agree for myself and for Participant to be bound by all terms and conditions of the foregoing agreement, including to **INDEMNIFY AND HOLD SUMMIT HARMLESS** as set forth above.

Signature of Parent, Guardian or Responsible Party if Participant is under 18 years of age _____ Date _____ Age _____

Responsible Party Address _____ City _____ State _____ Zip _____

Responsible Party Telephone No. _____



WINTER ACTIVITIES PARTICIPANT'S RELEASE

In consideration of Snow Summit, Inc., Sierra Summit, Inc., their respective employees, agents, subcontractors, officers, owners, directors, affiliates and related corporations, hereinafter "Summit", allowing "Participant" (**PRINT NAME**) _____ to participate in winter activities, including but not limited to Summit's snow sliding in its various forms, special event activities, etc., it is agreed on behalf of Participant and for his/her heirs, assigns and representatives, (hereinafter collectively "Participant") that:

1. ASSUMPTION OF RISK - Winter Activities

Participant is aware that participation in winter activities generally and particularly **THE SPORT OF SNOW SLIDING IN IT'S VARIOUS FORMS** (including the use of Alpine, Snowboard, Telemark, or Cross-Country equipment; specialized disabled snow sliding equipment; or other snow sliding equipment; the use of Freestyle Parks, Terrain Features or Half Pipes; any intentional or unintentional jumping at any location; and the use of chairlifts or surface tows) **INVOLVE RISKS OF PROPERTY DAMAGE, INJURY OR DEATH** that no amount of care, caution, instruction or expertise can eliminate. Such dangers include, but are not limited to, variations in terrain and surface conditions, falls, loss of control and collisions with other snow sliders or with natural and man-made objects. Such risks and dangers are recognized and accepted whether they are marked or unmarked. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT.**

INITIALS

2. ASSUMPTION OF RISK - Alpine Conditions

In addition to the above risks, Participant understands and accepts that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, sleet, hail and ice, such that **WALKING OR OTHER DAILY ACTIVITIES** may become **DANGEROUS. PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT.**

INITIALS

3. RELEASE FROM LIABILITY AND COVENANT NOT TO SUE

In consideration for being permitted to participate in winter activities at Summit, **PARTICIPANT AGREES TO FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE SUMMIT** for any injuries or property damage caused by or resulting from any access to Summit's premises or participation in any winter activities, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF SUMMIT'S ALLEGED NEGLIGENCE.**

INITIALS

4. INDEMNITY AGREEMENT

Participant agrees for himself/herself and his/her heirs, assigns and representatives to **INDEMNIFY AND HOLD HARMLESS SUMMIT** from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated by Participant or by any other person or organization on Participant's behalf, including demands for damages, judgments, costs, loss of services, or expenses, arising from the activities contemplated by this agreement, including but not limited to reasonable attorney fees incurred by **SUMMIT**.

INITIALS

5. PHOTOGRAPH AND MEDIA RELEASE

Participant grants permission to **SUMMIT** to use Participant's image appearing in any photographs, videotape, motion picture or any other media for any of **SUMMIT's** advertising or promotional purposes whatsoever, in perpetuity throughout the world.

INITIALS

PARTICIPANT IS AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT HE/SHE IS RELEASING LEGAL RIGHTS FOR HIMSELF/HERSELF AND HIS/HER HEIRS BY SIGNING IT.

PARTICIPANT FURTHER EXPRESSLY AGREES THAT THE FOREGOING AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW AND THAT IF ANY PORTION OR PARAGRAPH IS HELD INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Signature of Participant

Date

Age

On behalf of myself and on behalf of the Participant herein (required if Participant is a minor), I agree for myself and for Participant to be bound by all terms and conditions of the foregoing agreement, including to **INDEMNIFY AND HOLD SUMMIT HARMLESS** as set forth above.

Signature of Parent, Guardian or Responsible Party
if Participant is under 18 years of age

Date

Age

Please complete information below.

Please Print Participant name or if a minor, Responsible Party Name	
Address of Name Above ↑	
City	
State	
Zip	
Telephone No.	