

PARTICIPATION AND RELEASE FROM LIABILITY AGREEMENT (page 2)



4. [Redacted] (Initial) COVENANT NOT TO SUE

I/WE agree for myself and my heirs, executors, administrators and assigns, not to institute any suit or action at law, or otherwise, against Diamond Peak, nor to initiate or assist the prosecution of any claim for damages, or cause of action which I, my heirs, executors, administrators or assigns may have by reason of injury to myself or my property arising from the events activities.

5. [Redacted] (Initial) INDEMNITY & LEGAL PROCEEDINGS

I/WE agree to indemnify and hold harmless Diamond Peak its owners, officials, officers, employees, agents and volunteers from any and all losses, liabilities, claims, expenses, arising from or related to any actions or proceedings of any kind that may arise from the activities under this agreement and shall include recovery of all costs, including reasonable attorney's fees and related expenses, associated with such actions or proceedings. This indemnification includes the right of defense by an attorney of Diamond Peak's choosing by advancement or reimbursement, as may be decided by Diamond Peak. I/WE agree that this contract is intended to provide as comprehensive and broad a release of liability, indemnification and express assumption of risk agreement as is legally possible.

6. [Redacted] (Initial) CONTINUATION OF OBLIGATIONS

I/WE agree and acknowledge that the terms and conditions of this agreement shall continue in full force and effect at all times, and shall be binding upon my heirs, executors, administrators and assigns or my estate. The agreement shall be effective not only for this event but also for any subsequent events or any related activities in any way associated with Diamond Peak.

7. [Redacted] (Initial) INSURANCE DISCLAIMER

I/WE understand that Diamond Peak does not provide any insurance, either medical or liability, for any incident which may arise as a result of my participation in the event or any related activities, and if I/WE want insurance of any kind, I/WE must furnish my own.

8. [Redacted] (Initial) MEDICAL EXPENSES

I/WE will pay my own medical emergency expenses and all subsequent medical expenses in the event of any incident/accident, illness or incapacity, regardless of whether I/WE have otherwise authorized such expenses.

9. [Redacted] (Initial) CONSENT FOR EMERGENCY MEDICAL CARE AND RELEASE OF MEDICAL INFORMATION

I/WE understand that Diamond Peak may furnish first aid care, including, but not limited to, transporting or arranging for the transportation of the injured to a facility where medical care may be provided at the cost of the injured. The furnishing of such care is in no way an admission of, or assumption of, liability on the part of Diamond Peak Ski Resort or its owners, officials, employees, agents, or volunteers. It is understood that Diamond Peak personnel will attempt to contact a parent or guardian of the minor, if possible, prior to transporting the minor by any mode of transportation to a physician and/or medical facility to render emergency medical care to said minor and we consent to such treatment.

10. [Redacted] (Initial) SEVERABILITY

If any provision of this agreement is held to be invalid or unenforceable, all other provisions shall nevertheless continue in full force and effect.

11. [Redacted] (Initial) PHOTO & IMAGE RELEASE

I/WE hereby grant and release to Diamond Peak unlimited right, privilege & ownership of any images of me or my likeness captured on film, digitally or electronically, while at the event or any other locations where my image or photo might have been captured by Diamond Peak or any other person(s) and subsequently used by Diamond Peak, for any and all purposes, including commercial use. I/WE grant & release any claim related to the unlimited use of my image(s). These rights are granted for perpetuity from the date of this release forever both here in the United States of America or any other place or legal jurisdiction on planet Earth. I/WE understand my image may be used in print, broadcast, Internet or any other format by Diamond Peak or any of its agents or licensees and that images may be edited by Diamond Peak, all at its sole discretion.

I/WE testify that I/WE am physically fit, and am not under the influence of drugs, alcohol, or medication of any kind. I/WE have read and understand the contents of this contract and understand that this includes a GENERAL RELEASE OF LIABILITY and a legally binding contract between Diamond Peak and the participant of the event, and sign this contract on my own free will.

Name of Parent/Guardian (if signing for a minor): _____
(please print)

Please Check One: Parent Guardian (relationship to minor)

Signature: _____ DATE: _____

Emergency Contact: _____ Cell Phone Number: _____