

## Cascade Mountain Release of Liability and Parental Permission Agreement

This form is required for participants skiing/snowboarding with a discounted school group or field trip.

NAME \_\_\_\_\_ PHONE (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

GROUP NAME \_\_\_\_\_ TRIP DATES \_\_\_\_\_

### **A. RELEASE OF LIABILITY:**

I, the undersigned, in consideration of the rental of the skiing/snowboarding equipment to my child by Cascade Mountain, hereby release and fully discharge Cascade Mountain Management Corporation, Cascade Mountain Land Holdings LLC, their owners, agents and employees (collectively the "Cascade Mountain Releasees") from any and all liability for personal injury to my child which is caused in any way by the negligent acts or omission of Cascade Mountain, Cascade Mountain Management Corporation, Cascade Mountain Land Holdings LLC, their owners, agents, or employees in the installation, adjustment, inspection, maintenance and/or rental of the equipment and/or in the instructions given or not given to my child concerning the equipment and its use and/or in any way arising from the use of rental of this equipment.

I accept for myself and on behalf of my child full responsibility for any personal injury of any kind which may result from the use of the ski/snowboard equipment by my child, and it is my intention to **HOLD HARMLESS** Cascade Mountain Management Corporation, Cascade Mountain Land Holdings LLC and their owners, agents and employees for any injuries sustained to my child while using the above described equipment. **I agree not to bring any action or lawsuit against the CASCADE MOUNTAIN RELEASEES for any personal injury caused by the NEGLIGENCE of any CASCADE MOUNTAIN RELEASEE.**

I understand that for a fee of \$60.00 in addition to the normal entry fee, Cascade Mountain offers an optional Agreement that does not require me to sign a release of liability. In signing this Release of Liability, I acknowledge I am aware of this option offered by Cascade Mountain and hereby waive my right to purchase the same.

I have carefully read this Release of Liability and Parental Permission Agreement and fully understand its contents. This document constitutes the final and entire agreement between Cascade Mountain Management Corporation, Cascade Mountain Land Holdings LLC and the undersigned. **I am aware that by signing this document, I am WAIVING certain legal rights of myself and those of my child, including the right to sue Cascade Mountain Management Corporation or Cascade Mountain Land Holdings LLC for negligent acts or omissions.** I am aware this Release of Liability and Parental Permission Agreement is a contract between my child, myself, and the Cascade Mountain releasees and I sign it of my own free will.

### **B. PARENTAL PERMISSION AGREEMENT FOR RENTAL EQUIPMENT:**

I UNDERSTAND that my child will be renting equipment at Cascade Mountain on the above date(s) and hereby give permission for him/her to rent skiing/snowboarding equipment.

I UNDERSTAND and am aware that skiing/snowboarding involves certain inherent risks, dangers and hazards which can result in serious personal injury or death and that personal injuries are a common and ordinary occurrence in the sport. I hereby agree to freely and expressly assume any and all risks of injury or death to my child while using the equipment while skiing/snowboarding.

I UNDERSTAND that the ski equipment being furnished forms part of a ski-boot-binding system which will NOT RELEASE at all times or under all circumstances and that it is not possible to predict every situation in which it will or will not release and that its use cannot guarantee my child's safety or freedom from injury while skiing. I further understand and agree that the ski-boot-binding system may reduce, but does NOT ELIMINATE, the risk of injury to the lower portion of my child's leg or any other parts of my child's body. I further understand that the boot-binding system will not reduce at all the risk of injury to my child's knee and that the boot-binding system will not release in the event of a backward fall.

I UNDERSTAND that the snowboard boot-binding system WILL NOT ORDINARILY RELEASE during use, nor is it specifically designed or intended to release as a result of forces during ordinary operation, and it is therefore absolutely NO GUARANTEE OF MY CHILD'S SAFETY.

I UNDERSTAND that I am responsible for any damage to the equipment while in my child's possession. This includes, but is not limited to theft or loss.

I FURTHER UNDERSTAND this equipment is not to leave Cascade Mountain property, and this agreement is for dates listed above only and the equipment is to be returned at the end of each session to avoid additional charges.

I UNDERSTAND there are NO WARRANTIES, expressed or implied, which extend beyond the description of the equipment my child rents, and that my child rents said equipment AS IS.

**CAUTION: READ BEFORE SIGNING! THIS DOCUMENT AFFECTS YOUR AND YOUR CHILD'S LEGAL RIGHTS AND WILL BAR YOUR AND YOUR CHILD'S RIGHT TO SUE!**

Parent's Signature \_\_\_\_\_ Date \_\_\_\_\_

User's Signature \_\_\_\_\_ Date \_\_\_\_\_ Age \_\_\_\_\_

Street \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

(10/17)