

# Ski Apache Snow Sports Learning Center

## Full and Complete release of liability and Indemnity Agreement

I, the undersigned, agree and understand that skiing and snowboarding are hazardous activities which may result in injury or death during my participation in Ski Apache Snow Sports Learning Center programs. (herein after referred to as ski school) and that the risks of participating in activities associated with the sport of skiing and snowboarding are the same while in a Snow Sports Learning Center class as they are when not in a class or ski school program. I hereby assume all risks in connection with my participation in such activities and hereby release all persons or entities connected with Inn of the Mountain Gods Resort & Casino and/or Ski Apache from all liability for any injuries, death or damages from any claim by me, my family, estates, heirs and assignees arising in any way from my participation in said activities. This includes any claim based upon the negligence of Ski Apache, the Snow Sports Learning Center and Adventure Center, or any employees, agents or representatives of Ski Apache/IMGR&C and contractually promise not to sue Ski Apache/IMGR&C.

In addition, the undersigned agrees to indemnify, defend and hold harmless Ski Apache/IMGR&C, its' representatives, agents, affiliates, officers, directors and employees from any claim, action ,harm , injury, damage or loss to persons &/or property which may be made by the undersigned, or on his/her behalf by any third party.

The undersigned further authorizes anyone working at Ski Apache to call for medical care or to transport me to a clinic or hospital if, in the opinion of anyone working at Ski Apache medical attention or transportation is needed by me. The undersigned agrees to pay all costs associated with such medical care and related transportation for the undersigned and to indemnify and hold Ski Apache, its representatives, agents, affiliates, officers, directors and employees harmless from any costs incurred therein, or claims arising there from.

In exchange for; and in consideration of, Ski Apache making these classes available to me for participation in the sport of skiing and/or snowboarding, I contractually agree that any and all disputes between myself and Ski Apache arising from my use of these classes or my participation in the sport of skiing and/or snowboarding, and including any claims for personal injury and/or death, will be governed by the laws of the Mescalero Apache Tribe and the exclusive jurisdiction thereof will be in the courts of the Mescalero Apache Tribe.

I have carefully read the foregoing complete release of liability and indemnity agreement, that in includes any and all claims by me or anyone in my behalf for any reason, including negligence, and that I am contractually agreeing to these terms freely, fully, and without reservation in exchange for the right of participating in a Ski Apache Snow Sports Learning Center Class and in the sport of skiing and/or snowboarding at this ski area.

**I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING RIGHTS BY SIGNING IT.**

You must completely fill in the following information before starting your lessons. Please give this completed form to your instructor at the beginning of your lesson.

Print Your Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone # \_\_\_\_\_ Signature: \_\_\_\_\_

**Ski Apache Snow Sports Learning Center**  
**Children's Multi-Day Ski School Program**  
**Full and Complete release of liability and Indemnity Agreement**

The undersigned, being at least 18 years of age, hereby represents that he or she is the parent/guardian of \_\_\_\_\_ (hereafter referred to as the "child") and, in exchange for the Inn of the Mountain Gods Resort & Casino d/b/a (hereinafter referred to as Ski Apache) making these services available to me and the child, hereby contracts and agrees as follows.

I understand and agree that the full and complete release of liability and indemnity agreement and, contract below will apply for each and every day of this multi day program without requiring me to sign an additional form for each day until I revoke it in writing and that writing is signed by Ski Apache to prove they have received my revocation and cancellation of this contract.

For myself and the child, the undersigned agrees and understands that skiing and snowboarding are Hazardous Activities which may result in injury or death to my child during his/her participation in the Ski Apache Snow Sports Learning Center (herein after referred to ski school). I also understand that my child will be using Ski Lifts without a Ski School instructor or other adult present. Trail conditions vary constantly because of weather changes and skier use and even the best equipment and instruction cannot prevent injury. Natural and man made obstacle, including other skiers, may exist and collisions do occur. Participation in the children's ski school shall not in any way eliminate the inherent risks in snow skiing or riding ski lifts. I hereby assume all risks in connection with my child's participation in such activities, including but not limited to, personal injury and death, and hereby completely release Ski Apache, its representatives, agents, affiliates, officers, directors, and employees and further the Mescalero Apache Tribe from all liability for any injuries, death or damages and from any claim or legal action by me, any other parent or guardian of the child, the child, anyone on behalf of the child, and by the child's estate, heirs and assigns arising in any way from my child's participation, including any claim based on negligence.

In addition, the parent/guardian signing below represents to Ski Apache that they have the authority to enter into this contract on behalf of said minor and on behalf of any parent or guardian of said minor and agrees to indemnify, defend, and hold harmless Ski Apache from any and all claims arising from the child's participation in Ski School, skiing and/or snowboarding and this contract brought on behalf of said minor or any other parent/guardian thereof even after the minor has attained majority, or from third parties injured by the minor, and hold Ski Apache, its representatives, agents, affiliates, officers, directors, and employees and further the Mescalero Apache Tribe harmless of and from any claim, action, harm, injury, damage or loss to person and/or property, including but not limited to attorneys fee and costs.

The undersigned further authorizes anyone working at Ski Apache to call for such medical care for the child or to transport the child to the appropriate clinic or hospital, if in the opinion of anyone working at Ski Apache, medical attention is needed for the child. The facility, clinic, or hospital will assume responsibility and the responsibility of Ski Apache shall be totally fulfilled and Ski Apache shall not have any further responsibility for the child. The undersigned agrees to pay all costs associated with such medical care and related transportation for the child and to indemnify and hold Ski Apache, its representative, agents, affiliates, officers, directors, and employees and further the Mescalero Apache Tribe harmless from any costs incurred therein, or any claims arising there from. In exchange for, and in consideration of, Ski Apache making these classes and the ski area available to the child for participation in the sport of skiing and snowboarding, I contractually agree that any and all disputes between myself and/or any minor and Ski Apache arising from the child's use of these classes or the child's participation in the sport of skiing and/or snowboarding, and including any claims for personal injury and/or death, will be

governed by the laws of the Mescalero Apache Tribe and the exclusive jurisdiction thereof will be in the Tribal Courts of the Mescalero Apache Tribe.

I have carefully read the forgoing full and complete release of liability and indemnity agreement and understand its contents, including the jurisdiction agreement. I contractually agree that any and all disputes between myself and/or any minor and Ski Apache arising from the child's use of these classes or the child's participation in the sport of skiing and/or snowboarding, and including any claims for personal injury and/or death, will be governed by the laws of the Mescalero Apache Tribe and the exclusive jurisdiction thereof will be in the Tribal Courts of Mescalero Apache Tribe.

I acknowledge and understand this is a full and complete release of liability and indemnity agreement, that it includes any and all claims by the child or by me or any reason, including negligence, and that I am contractually agreeing to these terms freely, fully, and without reservations in exchange for the right to have the child participate in a ski school class and in the sport of skiing and/or snowboarding at this ski area.

**I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING RIGHTS BY SIGNING IT.**

You must completely fill in the following information before starting your lesson. Please give this completed form to your instructor at the beginning of your lessons.

Print Name of Parent or Guardian: \_\_\_\_\_

Signature of Parent: \_\_\_\_\_

Address: \_\_\_\_\_ Child DOB: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_ Your Phone # \_\_\_\_\_