



BOHART RANCH CROSS COUNTRY SKI CENTER

WAIVER AND RELEASE OF ALL CLAIMS AND LIABILITY

Programs and Events

In consideration of being allowed to participate in the activities offered by JEAN MACINNES, CHRISTOPHER MYERS AND BOHART RANCH CROSS COUNTRY SKI CENTER, of which I voluntarily request the right of participation, I hereby state and acknowledge as follows:

1. I voluntarily request the right to participate in activities offered and understand and appreciate the risk of the activities in which I desire to participate and acknowledge the risk of personal and/or property injury as well as death.
2. Even with such understanding and appreciation of the risk, I still desire to participate or have my minor children participate, and I do hereby fully and irrevocably release and forever discharge JEAN MACINNES, CHRISTOPHER MYERS AND BOHART RANCH CROSS-COUNTRY SKI CENTER, its officers, directors, employees, agents, members, and all owners and lessees of the property from any and all legal claims, demands, actions, losses, and or legal liability of any kind of nature or description resulting from such activities sustained by me or my minor children, and further covenant to hold all said parties harmless.
3. I do hereby personally assume all risks which may be associated with such activity. I understand and acknowledge that this is a legal and binding contract and by affixing my signature hereto acknowledge that I have read and fully understand the waivers and releases contained herein.
4. Forum Selection Clause: I further agree that any claim or suit that I may bring for any reason against BOHART RANCH CROSS-COUNTRY SKI CENTER, its owners, affiliates, employees and agents shall be submitted to the jurisdiction of the State or Federal Court in the state of Montana and no other jurisdiction, and shall be governed by the laws of the State of Montana.
5. Severability Clause: I agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect.
6. Parental Indemnification Clause: As a parent/guardian signing this agreement for a minor, I have read this document and agree with its contents. I hereby agree to indemnify and hold harmless BOHART RANCH CROSS-COUNTRY SKI CENTER for any claim or suit, including legal fees and expenses, settlements or awards, arising out of said minor's participation in cross-country/biathlon activities, or said minor's presence on BOHART RANCH CROSS-COUNTRY SKI CENTER premises.

Dated this _____ day of _____, 20_____

I grant Bohart Ranch Cross Country Ski Center permission to use photographs taken during participation in ski activities at the Ski Center for use in marketing and advertising in brochures and on the Bohart web page.

Parent or Guardian Signature

Parent or Guardian Signature

Print Parent or Guardian Name

Print Youth Name