



**EAGLE SKI PROGRAM PARTICIPANT / VOLUNTEER
WARNING, NOTIFICATION OF RISK, RELEASE OF LIABILITY
AND INDEMNIFICATION AGREEMENT
2011 - 2012 SEASON**

PLEASE READ CAREFULLY BEFORE SIGNING

I hereby voluntarily request to participate or to have my minor child or person with a disability for whom I act as guardian participate in the Eagle Mount Ski Program. I understand there are inherent dangers and risks of skiing that are part of the sport including: changing weather conditions; snow conditions as they exist or as they may change, including ice, hardpack, powder, packed powder, wind pack, corn snow, crust, slush, cut-up snow, and machine-made snow; avalanches, except on open, designated ski trails; collisions with natural surface or subsurface conditions, such as bare spots, forest growth, rocks, stumps, streambeds, cliffs, trees, and other natural objects; collisions with lift towers, signs, posts, fences, enclosures, hydrants, waterpipes, or other artificial structures and their components; variations in steepness or terrain, whether natural or the result of slope design, snowmaking, or snow grooming operations, including but not limited to roads, freestyle terrain, ski jumps, catwalks and other terrain modifications; collisions with clearly visible or plainly marked equipment, including but not limited to lift equipment, snowmaking equipment, snow grooming equipment, trail maintenance equipment and snowmobiles, whether or not the equipment is moving; collisions with other skiers; the failure of a skier to ski within that skier's ability; skiing in a closed area or skiing outside the ski area boundary as designated on the ski area trail map; and restricted visibility caused by snow, wind, fog, sun, or darkness.

I am aware that natural and man-made obstacles exist. Fencing, equipment covers, signs, rope lines, and other marking devices may be in place and mark some, but not all of the potential obstacles or hazards. These markers will not prevent injury. I understand it is the participant's/ volunteer's responsibility to stay away from marked areas. I acknowledge the existence of these risks and accept such risks on behalf of myself and/or my minor child or such person with a disability for whom I act as guardian, whether they are marked or unmarked.

Warning, Risk of Avalanche: Avalanche hazard reduction measures within the ski area boundaries help reduce the risk of avalanches, but can not eliminate the possibility of an avalanche occurring. I acknowledge the existence of this risk and accept such risk on behalf of myself and/or my minor child or such person with a disability for whom I act as guardian.

I am aware that there are inherent and other risks for persons who are in the process of approaching, loading, unloading and departing from aerial chairlifts and surface tows. I understand that all persons who use an aerial chairlift or surface tow shall be presumed to have sufficient ability and physical dexterity or personal assistance to load, ride, unload and be evacuated from the aerial chairlift or surface tow safely.

For Participants: I am aware that Eagle Mount and I, as parent or guardian of the participant have the responsibility of determining if the participant is physically and/or mentally able to participate in the Eagle Mount Ski Program and use the aerial chairlifts, surface tows and ski slopes. I understand and agree that Eagle Mount is responsible for the participant's safety while using the ski slopes, aerial chairlifts, surface tows, using any aerial chairlift evacuation apparatus and placing the participant in any aerial chairlift evacuation apparatus.

For Volunteers: I am aware and understand that as an Eagle Mount volunteer I am acting as a personal assistant for the Eagle Mount participant in order to comply with the ANSI B-77 general requirements for aerial chairlift and surface tow use and to provide assistance while using the ski slopes and facilities. I understand I am responsible for providing sound judgement on behalf of the participant and assisting the participant with: loading, riding, and unloading aerial chairlifts or surface tows; performing evacuation procedures including using any evacuation apparatus, attaching any evacuation apparatus to the evacuation rope, placing the participant in any evacuation apparatus; and the use of the slopes and facilities.

I AM AWARE THAT SKIING AND USING AERIAL CHAIRLIFTS OR SURFACE TOWS MAY RESULT IN LOSS, DAMAGE EXPENSE OR INJURY (INCLUDING DEATH) FROM THE RISKS DESCRIBED HEREIN AND I VOLUNTARILY ACCEPT SUCH RISKS ON BEHALF OF MYSELF AND/OR MY MINOR CHILD OR PERSON WITH A DISABILITY FOR WHOM I ACT AS GUARDIAN.

ON BEHALF OF MYSELF AND/OR MY MINOR CHILD OR PERSON WITH A DISABILITY FOR WHOM I ACT AS GUARDIAN, I HEREBY RELEASE, HOLD HARMLESS, AND INDEMNIFY BRIDGER BOWL, INC., ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE, OR INJURY (INCLUDING DEATH) RESULTING FROM THE RISKS DESCRIBED HEREIN, REGARDLESS OF WHETHER SUCH RISKS RESULT FROM THE NEGLIGENCE OF BRIDGER BOWL, INC., ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS.

I have carefully read this Warning, Notification of Risk, Release of Liability and Indemnification Agreement understand it, and accept its terms.

Participant / Volunteer Name: _____
(Print)

Signature: _____ Date: _____

IF I AM SIGNING ON BEHALF OF A MINOR, OR A PERSON WITH A DISABILITY FOR WHOM I ACT AS GUARDIAN, I ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES OR LIABILITY INCURRED AS A RESULT OF SUCH PERSON'S ACTIONS OR PARTICIPATION IN THIS PROGRAM AND AGREE TO RELEASE, HOLD HARMLESS AND INDEMNIFY BRIDGER BOWL, INC., ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS FOR ANY SUCH EXPENSES. I AGREE TO EXPLAIN THE SAFETY ITEMS OUTLINED IN THIS DOCUMENT.

Parent or Guardian (if less than 18 years of age or if over 18 years and guardian required) Date: _____