

West Yellowstone Ski Education Foundation
Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement
(“Agreement”)

In consideration of myself OR my child participating in the snow ski related activities, and/or other activities offered by The West Yellowstone Ski Education Foundation, I represent that I OR my child understand the nature of this Activity and that I OR my child are qualified, in good health and in proper physical condition to participate in such Activity. I acknowledge on behalf of myself OR my child that if I OR my child believe event/Activity conditions are unsafe, we will immediately discontinue the Activity.

It is fully understood that this Activity involves risks of serious bodily injury, including permanent disability, paralysis and/or death, which may be caused by my OR my child’s own actions or inactions, those of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the “releasees” named below, and that there may be other risks either not known to me OR my child, or not readily foreseeable at this time; and I OR my child might incur as a result of my OR my child’s participation in the Activity.

I hereby release, discharge and covenant not to sue The West Yellowstone Ski Education Foundation, The West Yellowstone Chamber of Commerce, Sara Hoovler/45th Parallel Adventure Company, LLC, Marc Sheppard/Altius Handcrafted Firearms, Doug Edgerton/Yellowstone Track Systems, USSA and the USDA/US Forest Service it’s respective administrators, directors, agents, officers, volunteers, and employees, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the Activity takes place (each considered one of the ‘RELEASEES’ herein), and release and discharge them from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the “releasees” or otherwise, including negligent rescue operations; and I further agree that if, despite this release, waiver of liability, and assumption of risk, that I, or anyone on my behalf OR on behalf of my child, makes a claim against any of the Releasees, I will indemnify, save, and hold harmless each of the Releasees from any loss, liability, damage, or cost which may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, and understand that I have given up substantial rights by signing it, and have signed it freely and without an inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement/release agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

HAVING CAREFULLY READ THE FOREGOING AND UNDERSTANDING IT TO BE A LEGALLY BINDING RELEASE AND INDEMNITY AGREEMENT, MEMBER SIGNIFIES HIS ASSENT TO THE ABOVE TERMS BY SIGNING BELOW:

MEMBER (IF OVER AGE 18)	
Signature: _____	Date of Birth: _____
Printed name: _____	Date Signed: _____

SIGNATURE OF PARENT OR GUARDIAN REQUIRED FOR MEMBERS UNDER THE AGE OF 18

As the parent or guardian of the minor child Member named above, I hereby make and enter into each and every agreement, representation, waiver and release described above on behalf of myself, the Member, and any other parent or guardian of the Member, intending that they be binding on me, the Member, and our respective heirs, executors, administrators and assigns. By affixing my signature below I represent that I intend to give up my right, the right of the Member, and the right of any other parent or guardian to maintain any claim or suit against WYSEF arising out of the Member's participation in any Activities involving WYSEF in any way. I further agree to hold harmless, defend, and indemnify WYSEF of and from any claims from third parties arising from the minor child Members' participation in any activities affiliated with WYSEF.

Parent or guardian's signature _____

Printed name _____ Date _____

Applicant’s Name (Please Print)
