

**ADULT SKI SCHOOL
FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

I, the undersigned, agree and understand that skiing is a **HAZARDOUS ACTIVITY** which may result in injury to myself during my participation in the Santa Fe Ski School/Sandia Peak Ski School (hereinafter referred to as Ski School) and that the **RISKS OF PARTICIPATING** in activities associated with the sport of **SKIING ARE THE SAME WHILE IN A SKI SCHOOL CLASS** as they are when not in a class. Trail conditions vary constantly because of weather changes and skier use and even the best equipment and instruction cannot prevent injury. Natural and manmade obstacles, including other skiers, may exist and collisions do occur. I hereby **ASSUME ALL RISKS** in connection with my participation in such activities and **HEREBY RELEASE** all persons or entities connected with Santa Fe Ski Company/Sandia Peak Ski Company, hereinafter referred to as Ski Company, from **ALL LIABILITY** for any injuries, death or damages and from any claim by me, my family, estates, heirs and assigns arising in any way from my participation, including any claim based upon the **NEGLIGENCE** of Ski Company, its Ski School or any other employees, agents or representatives of Ski Company.

In addition, the undersigned **AGREES TO INDEMNIFY, DEFEND, AND HOLD HARMLESS SKI COMPANY**, its representatives, agents, affiliates, officers, directors, servants and employees of and from any claim, action, harm, injury, damage or loss to person and/or property, including but not limited to attorney's fees and costs, which may be made by the **UNDERSIGNED** or on his/her behalf or that the undersigned may cause or contribute to cause **TO ANY THIRD PARTIES**, including but not limited to attorneys fees and costs..

The undersigned further authorizes anyone working at Ski Company to call for such medical care for myself or to transport me to a clinic or a hospital if, in the opinion of anyone working at Ski Area, medical attention or transportation is needed by me. The undersigned agrees that upon turning the undersigned over to their own transport or to any ambulance or other medical transport, medical facility, clinic or hospital that the responsibility of Ski Company shall be totally fulfilled and it shall not have any further responsibility for or to the undersigned. The undersigned **AGREES TO PAY** all costs associated with such medical care and related transportation for the undersigned and to indemnify and hold Ski Company, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any costs incurred therein, or any claims arising therefrom.

In exchange for, and in consideration of, Ski Company making these classes and the ski area available to me for participation in the sport of skiing, **I CONTRACTUALLY AGREE** that any and all disputes between myself and Ski Company arising from my use of these classes or my participation in the sport of skiing, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF NEW MEXICO**.

I have carefully read the foregoing **FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** and understand its contents, including the jurisdiction agreement. I **ACKNOWLEDGE** and understand this is a **FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**, that it includes any and all claims by me or anyone on 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 school class in the sport of skiing at this ski area.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

PLEASE PRINT NAME: _____

Signature: _____ Date: _____

Address: _____ Phone (_____) _____

City: _____ State: _____ Zip: _____

E-mail Address: _____ DOB _____ - _____ - _____