

**CHILDREN'S SKI SCHOOL
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 or guardian of _____ (hereinafter referred to as the "child") and, in exchange for Santa Fe Ski Company/Sandia Peak Ski Company (hereinafter referred to as Ski Company) making these services available to me and the child, hereby contracts and agrees as follows.

For myself and for the child, the undersigned agrees and understands that skiing is a **HAZARDOUS ACTIVITY** which may result in **INJURY or DEATH** to my child **DURING** his/her participation in Santa Fe Ski School/Sandia Peak Ski School (hereinafter referred to as 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 manmade obstacles, including other skiers, may exist and collisions do occur. **PARTICIPATION IN 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 Company, its representatives, agents, affiliates, officers, directors, servants and employees from **ALL LIABILITY** for any injuries, death or damages and from any claim or legal action by me, any 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 Company 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 DEFEND AND INDEMNIFY** and hold harmless Ski Company from any and all claims arising from the child's participation in Ski School and/or skiing and this contract brought on behalf of said **MINOR** or any parent/guardian thereof, even after the **MINOR** has attained majority, or from third parties injured by the **MINOR**, and hold Ski Company, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property, including but not limited to attorney's fees and costs.

The undersigned further **AUTHORIZES** anyone working at the Ski School 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 the Ski School, medical attention is needed for the child. The undersigned agrees that upon turning the child over to the undersigned or their designees or to any ambulance or other medical transport, medical facility, clinic or hospital, that the responsibility of Ski Company shall be totally fulfilled and Ski Company 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 **INDEMNIFY** and hold Ski Company, its representatives, agents, affiliates, 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 the child for participation in the sport of skiing, **I CONTRACTUALLY AGREE** that any and all disputes between myself and/or any **MINOR** and Ski Company arising from the child's use of these classes or the child's 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 jurisdictional 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 the child, me or anyone else on the child's 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 to have the child participate 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 of Parent or Guardian _____

Signature of Parent or Guardian _____ Date _____

Address _____ City _____ State _____ Zip _____

E-mail Address _____ Phone (____) _____ 11/05-sfsp