



2013 - 2014 SUN VALLEY COMPANY NORDIC AND NORTH VALLEY TRAILS RELEASE FROM ALL LIABILITY AND INDEMNITY

PLEASE READ CAREFULLY BEFORE SIGNING

1. In return for the use of the cross-country ski trails at **Sun Valley Company's Nordic Center and the North Valley Trail System**, I expressly and voluntarily accept and agree as follows. I (and my children, if applicable) shall follow all posted and verbal rules and instructions and ski responsibly and reasonably.

2. I understand and expressly agree to accept all of the hazards and risks involved in CROSS COUNTRY SKIING including any **negligence of Sun Valley Company or the Blaine County Recreation District ("District")**. Cross country skiing can be a dangerous activity which can result in property damage, serious injuries or death. Terrain changes, signs, rocks, trees, stumps, avalanche, ice, weather, snow conditions, bare spots, equipment failure, or collisions with objects or equipment used for cross country ski trail maintenance and operations, failure to ski under control or within one's ability, collisions with others, and the **negligence of Sun Valley Company or District** are some, but not all, of the examples of the risks of cross country skiing. Cross-country skiing conditions vary constantly because of use and changing weather.

3. To the fullest extent allowed by law, I agree to fully release **Sun Valley Company** and its parent, subsidiary, brother, sister, and other closely related affiliate companies, and its and their officers, directors, employees, agents, successors and assigns, and all land owners of **Sun Valley Company's Nordic Center** (collectively hereafter "**Sun Valley Company**") and **District**, its employees, agents, and all land owners of the North Valley Trail system from any and all liability for property damages, injuries, death, or damages arising in any way from my or my children's cross country skiing, use of all facilities or any **NEGLIGENCE of Sun Valley Company or District**, its employees, agents, and all land owners of the North Valley Trail system. To the fullest extent allowed by law, I agree to hold harmless and indemnify **Sun Valley Company** and **District** from all lawsuits, claims, injuries and losses related in any way to my or my children's cross country skiing or use of all facilities even if **Sun Valley Company** or **District** is **negligent**, including reimbursement of **Sun Valley Company's** and **District's** attorney's fees and costs.

4. I agree that I will not file a lawsuit or claim against **Sun Valley Company or District**, even if **Sun Valley Company or District** was **negligent** and that all disputes arising under this contract and/or from my use of the **Sun Valley Company's Nordic Center** or North Valley Trail system shall be litigated

exclusively in the State or Federal courts of Idaho. If any provision of this Release is determined to be unenforceable, then all other provisions shall be given full force and effect. Further, if any provision of this Release is determined to be unenforceable to any particular party, then that provision and all other provisions shall be given full force and effect to the other parties. Idaho law shall govern this Release. This agreement is binding upon my heirs, assigns and representatives.

5. Persons under the age of 18 (minor) are required to have an authorized parent, adult, or guardian (hereinafter "Parent") read and sign this Agreement. **To the fullest extent allowed by law, the Parent individually and on behalf of the minor has read, understood, and expressly agrees to all of the terms of this Agreement. The Parent agrees and acknowledges Parent's and minor's express assumption of risk, release of liability, indemnity and covenants not to sue Sun Valley Company and District including for negligence.** The Parent releases all of their rights or claims including wrongful death damages and agrees to indemnify **Sun Valley Company and District** for any other parent's claims. The Parent is solely responsible to explain and enforce all rules and to undertake all duties and responsibilities to educate and control the minor while cross country skiing. The Parent agrees to make all decisions concerning the minor's participation, ability and use of the cross-country ski trails and facilities. The Parent agrees to pay all medical bills incurred by the minor and waives all rights of subrogation against **Sun Valley Company and District.**

6. Notwithstanding anything to the contrary here above, nothing in this Release shall be interpreted as an attempt by **Sun Valley Company or the Blaine County Recreation District** to be released from or indemnified for any "public duties" owed by **Sun Valley Company or the Blaine County Recreation District** as set forth under Idaho law.

I, the undersigned, have read and understand the above Release from Liability.

SIGNATURE _____ Date _____
(Participant or parent/guardian for minor)

Print Names of Participants _____ TELEPHONE _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____