

TIMBERLINE LODGE & SKI AREA
GROUP/EVENT/CAMP/SHOP NAME: _____
AGREEMENT OF RELEASE AND INDEMNITY
WINTER 2011-2012

NAME OF PARTICIPANT: _____ AGE: _____ PHONE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

I acknowledge that snowskating, bicycling, skiing, snowboarding, racing, chairlifts, and the boarding and unloading process, sports event production, sports events, snowmobiles, snowcats, vehicle shuttle transportation, and related sports activities including training for such activities (collectively referred to as "Sports Activities") are HAZARDOUS activities and that I have made a voluntary choice to participate in such Sports Activities (or to allow my child to do so) despite the risks that they present. I ASSUME ALL RISKS OF THE SPORTS ACTIVITIES ON BEHALF OF MYSELF AND ANY CHILD ENTRUSTED TO MY CARE. I understand that no refunds of any fees will be given after the program, event, or session begins.

I hereby irrevocably grant and convey to 'RLK and Company' all right, title and interest in and to record my name, image, voice, statements and/or writings including any and all photographic images and video or audio recordings at Timberline Lodge and Ski Area. I further irrevocably grant to RLK and Company, its advertisers, customers, agents, successors and assigns, unrestricted rights to use the above mentioned sound, still, or moving images in any medium, including posting on the Internet and World Wide Web, for educational, promotional, advertising, or other purposes without limitation consistent with the mission of Timberline Lodge and Ski Area. I agree that all intellectual property rights to the sound, still, or moving images belong to RLK and Company. I voluntarily waive the right to inspect or approve such images and waive my right to any royalties, proceeds or other benefits derived from such photo graphs or recordings.

IN CONSIDERATION OF PARTICIPATING IN SNOWSKATING, BICYCLING, SKIING, SNOWBOARDING, RACE TRAINING, EVENT PRODUCTION, RACING, SPORTS EVENTS, CHAIRLIFT USE (INCLUDING LOADING AND UNLOADING), AND/OR SNOWMOBILE OR SNOWCAT TRANSPORTATION, AND VEHICLE SHUTTLING. I AGREE TO RELEASE FROM LIABILITY AND TO INDEMNIFY AND HOLD HARMLESS THE ORGANIZERS AND SPONSORS OF THE SPORTS ACTIVITIES, AND R. L. K. AND COMPANY DBA TIMBERLINE SKI AREA, AND THEIR OFFICERS AND DIRECTORS, OWNERS, EMPLOYEES, VOLUNTEERS, AGENTS, LANDOWNERS, AFFILIATED COMPANIES AND EMPLOYEES FROM ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING COSTS AND ATTORNEY FEES), ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PREPARATION OR PRACTICE FOR, OR MY PARTICIPATION IN, SPORTS ACTIVITIES ON OR NEAR TIMBERLINE SKI AREA, OR ANY OTHER USE OF THE FACILITIES OR EQUIPMENT OF TIMBERLINE SKI AREA. THIS RELEASE AND INDEMNITY AGREEMENT IS INTENDED TO RELEASE CLAIMS AND LIABILITIES CAUSED BY THE NEGLIGENCE OF TIMBERLINE SKI AREA AND/OR THE ORGANIZERS AND SPONSORS OF ANY SPORTS ACTIVITIES OR EVENTS.

I agree to abide by the Skier Responsibility Code, ORS 30.970, and any rules, regulations, directions, signage, warnings, and/or orders of Timberline Ski Area. If I do not, I understand that Timberline Ski Area can revoke my sporting activities privileges.

In the event of any claims or litigation arising out of or in connection with participation in any activity at Timberline Ski Area, the venue for legal proceeding shall be Clackamas County, Oregon. If any term is declared to be invalid hereunder, the remaining terms of this Agreement shall continue to be enforceable. This Agreement is governed by Oregon law.

I, the undersigned, have carefully read and understood this Agreement and all of its terms. I understand that this is a RELEASE AND INDEMNITY AGREEMENT which may prevent me or my estate from recovering damages in the event of injury or death. I, nevertheless, enter into this Agreement freely and voluntarily and agree that it will be binding upon me, my heirs, assigns, and my legal representatives.

PARENT OR GUARDIAN OF PARTICIPANT (must be signed by parent or legal guardian if Participant is under eighteen (18) years of age). AS PARENT OR GUARDIAN OF THE NAMED PARTICIPANT, I HEREBY AGREE TO THE INDEMNITY PROVISIONS REFERRED TO ABOVE AND I WILL BE RESPONSIBLE FOR THE PAYMENT OF ANY MEDICAL EXPENSES INCURRED BY THIS MINOR.

PARENT OR GUARDIAN NAME: _____
(Please print)

PARENT OR GUARDIAN SIGNATURE: _____ DATE: _____

PARTICIPANT'S NAME: _____
(Please print)

PARTICIPANT'S SIGNATURE: _____ DATE: _____