

ROTARUN SKI CLUB, INC.

GENERAL PUBLIC RELEASE OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING

I, and/or if signing for a minor, as a parent or legal guardian on my behalf and the minor's behalf (individually and collectively both the minor and I referred to as "I" and "me"), understand that the sports of skiing or riding at Rotarun involves the possibility of personal injury and property damage. I understand there may be obvious hazards or hazards that are not obvious with respect to these sports. I freely choose to participate in this sport and completely assume all risk. In consideration of being allowed to participate in this sport, I release, waive, discharge from any and all liability, indemnify and hold harmless from any and all claims (the "release") the ROTARUN SKI CLUB, INC., BLAINE COUNTY, SUN VALLEY SKI EDUCATION FOUNDATION, INC, and SAGE SPRINGS HOMEOWNERS' ASSOCIATION, INC. (all individuals or entities being released/indemnified) and all those entities officers, directors, employees, volunteers and agents or representatives of any kind (collectively all the above released parties referred to as "Released Parties"). The term "claims" shall include, but not be limited to any and all attorney fees, awards, causes of action, claims, contracts, costs, damages, demands, expenses, injuries, losses, liabilities, litigation, judgments, obligations, recoveries and/or rights, whether for personal injury and/or property damage, known or unknown, contingent or noncontingent, liquidated or unliquidated, asserted or which may be asserted by me, by my family and/or a third party for personal injury and/or property damage to me or others arising out of or related to this sport and/or any participation in skiing or riding at Rotarun.

If I am the Parent/Legal Guardian signing on behalf of a minor child, I agree to defend, indemnify and hold harmless the Released Parties in any claim, demand, action or lawsuit filed by my minor child.

I sign this release of my own free will. I acknowledge that this program is not unique and that I could access this sport in a variety of ways where I would not be asked to waive my right to sue. This release shall bind me, my family, heirs, personal representatives, successors, trustees and assigns. This release shall be interpreted neutrally and ambiguities, if any, shall not be construed against the Released Parties. If any term of this release is determined to be invalid for any reason, all other terms shall remain in full force and effect. This release shall only be modified in writing, signed by Released Parties and no statements or course of conduct shall modify it. I am aware that I am releasing certain legal rights for me and others. I have carefully read and fully understand the above content

Signature of Adult: _____ Date ____ / ____ / ____

Printed Name of Adult: _____

If a MINOR:

Signature of Parent/Legal Guardian: _____ Date ____ / ____ / ____

Printed Name of Parent/Legal Guardian: _____

Printed Name of Minor: _____