

MEADOWS AMATEUR SKI RACING ASSOCIATION

ASSUMPTION OF RISK, RELEASE AND MEDICAL AUTHORIZATION AGREEMENT

Racer's Name _____

THIS AGREEMENT CONTAINS AN ASSUMPTION OF SIGNIFICANT RISKS, A GENERAL RELEASE OF CLAIMS AND LIABILITY FOR DEATH, INJURY OR PROPERTY DAMAGE, AN AUTHORIZATION TO SEEK MEDICAL TREATMENT AND AN AGREEMENT TO INDEMNIFY AND BE SOLELY RESPONSIBLE FOR CERTAIN EXPENSES, CLAIMS AND LIABILITIES.

PLEASE READ CAREFULLY BEFORE SIGNING.

This Assumption of Risk, Release and Medical Authorization Agreement ("Agreement") is entered into for the benefit of Meadows Amateur Ski Racing Association ("MASRA"), Mt. Hood Meadows Oregon Ltd., the other organizers of ski races and the other ski areas where races may be held and, in each case, their respective officers, directors, partners, members, owners, employees, agents, volunteers, landowners, affiliated entities, successors and assigns (collectively referred to in this Agreement as the "Protected Parties") as a condition to the Racer participating in ski races, race training, free skiing, snowboarding, special events and all other activities sponsored or conducted by any of the Protected Parties or in which any of the Protected Parties may participate (collectively referred to in this Agreement as "Activities") during the ski season indicated above.

Acknowledgment and Assumption of Risks

The undersigned acknowledges that skiing and participation in the Activities are HAZARDOUS activities which carry with them significant risk of serious personal injury, death or property damage. I also know that there are natural, mechanical and environmental conditions and risks which independently or in combination with the Activities may cause property damage or severe or even fatal injuries to me or others. I have made a voluntary choice to participate in the Activities and, in the case of a parent or guardian, to allow my child or ward to participate in the Activities. I agree to accept all responsibility for the risks, conditions and hazards which may occur whether or not they are now known or contemplated by me.

I agree that I alone am responsible for (a) the safety of myself and, in the case of a parent or guardian, of the Racer while participating in the Activities and (b) providing, utilizing and maintaining the equipment necessary for the safe enjoyment of skiing and participation in the Activities by me and, in the case of a parent or guardian, by the Racer. I specifically acknowledge that the Protected Parties are not responsible for my safety or, in the case of a parent or guardian, the safety of the Racer.

I currently have, and I agree to maintain throughout the entire ski season specified above, valid and sufficient medical and accident insurance covering me and, in the case of a parent or guardian, my child or ward. I understand that this is my sole responsibility and I release all Protected Parties from providing this coverage.

I HEREBY EXPRESSLY ASSUME ANY AND ALL OF THE FOREGOING RISKS INCLUDING THE RISKS OF INJURY, DEATH OR PROPERTY DAMAGE AND SOLE RESPONSIBILITY FOR THE SAFETY AND MEDICAL INSURANCE COSTS OF THE RACER.

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Release of Future Known, Unknown and Unforeseeable Claims

In consideration for the Protected Parties permitting me and, in the case of a parent or guardian, permitting my child or ward to participate in the Activities and being fully aware of the risks, conditions and hazards of these Activities, I hereby specifically RELEASE and DISCHARGE, in advance, the Protected Parties from any and all claims or liabilities for personal injury, death or property damage which I or, in the case of a parent or guardian, my child or ward may have or which may hereafter accrue which may arise out of or relate to any Activity including, without limitation, any claims or liabilities which may arise out of or relate to (i) travel to or from an Activity, (ii) the design or condition of any equipment utilized in such Activities without regard to whether such equipment is provided, specified, recommended or adjusted by any Protected Party or (iii) any other use of the facilities or equipment of a Protected Party. This release shall apply whether such claim or liability is presently known or unknown to the undersigned and whether such injury or damage was foreseeable or not and even though such claim or liability may arise out of the negligence or carelessness on the part of a Protected Party. I further agree to forever HOLD HARMLESS and INDEMNIFY all Protected Parties from any and all claims or liability (including costs and attorneys fees) for personal injury, death or property damage, relating to or resulting in any way from the Racer's participation in the Activities.

THIS GENERAL RELEASE AND INDEMNITY SHALL INCLUDE CLAIMS BASED ON NEGLIGENCE BUT NOT CLAIMS BASED ON GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

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Medical Authorization

In addition, I, on my own behalf and, in the case of a parent or guardian, on behalf of my child or ward, give the Protected Parties permission to obtain medical aid for me and, in the case of a parent or guardian, my child or ward in case of injury or suspected injury. It is understood that a reasonable effort will be made to contact the undersigned parent or guardian in case of injury to a child or ward if medical attention is believed to be necessary. I will disclose in writing to the MASRA head coach any pertinent medical information about me and, in the case of a parent or guardian, my child or ward that I believe MASRA should know and I assume full responsibility for the accuracy and completeness of any such medical information.

IN ADDITION TO AUTHORIZING OTHERS TO OBTAIN MEDICAL AID, I ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED AS A RESULT OF MY PARTICIPATION AND, IN THE CASE OF A PARENT OR GUARDIAN, AS A RESULT OF THE PARTICIPATION OF MY CHILD OR WARD IN ANY ACTIVITY INCLUDING TRAVEL TO AND FROM THOSE ACTIVITIES.

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Execution

The undersigned has carefully read and understands this Agreement and all of its terms. The undersigned agrees that this Agreement contains an assumption of risks, a release of liability and indemnity and a medical authorization which may prevent the Racer or any other person from recovering damages in the event of injury to or the death of the Racer or the incurring of expenses or liabilities to others by the undersigned. Nevertheless, this Agreement is entered into freely and voluntarily and is intended to bind the Racer and the heirs, assigns, parents, guardians and legal representatives of the Racer. This Agreement contains the entire agreement between parties pertaining to the matters referred to herein and may not be amended, modified or waived in any manner except in a written instrument signed by the President of MASRA and an authorized representative of any Protected Party against who such amendment, modification or waiver is being asserted.

The undersigned is either (i) the Racer named above and represents and warrants that he/she is at least 18 years old or (ii) the custodial parent or legal guardian of the Racer named above and is signing this Agreement on behalf of both myself and my child or ward.

Signature _____

Date _____

Address _____

City _____

State _____

Zip _____

Home Phone _____

Emergency Phone _____

Additional Party to Contact in Case of Accident

Phone of Additional Party _____

Family Doctor _____

Doctor's Phone _____

Insurance Company _____

Policy Number _____