



Racing Program / Event Participation Agreement

Definitions: PARTICIPANT - is the individual participating and/or competing in the race program or event. UNDERSIGNED - includes the PARTICIPANT, and when the PARTICIPANT is a Minor it includes said Minor PARTICIPANT's parent or legal guardian signing on behalf of himself/herself and on behalf of the Minor PARTICIPANT. TM – Timberline Mountain Operations, LLC. RSS – Recreational Snow Sports Participation – includes the inspection, practice, training, competition, and participation.

RACING PROGRAM / EVENT PARTICIPATION AGREEMENT

I, the UNDERSIGNED, will accept the responsibility of my participation in a Racing Program and/or Event and agree that:

- I agree that any program and/or event in which I participate will be voluntary and of my own free will.
- I acknowledge the inherent risks of skiing, snowboarding, and risks unique to the ski/snowboard racing.
- I understand that ski/snowboard racing and my participation in a program or event may involve additional inherent risks of personal injury and/or equipment damage and may significantly increase my risk of sustaining serious personal injury or death.
- I agree to be physically fit and have no medical conditions or allergies that may affect my ability to participate, and will not participate should I be advised otherwise.
- I will perform within my own abilities.
- I agree to assume the risks of personal injury or death and I agree that I am solely responsible for my own safety while skiing/boarding to and from the course, inspecting the course, training for this event, or participating in any and all activities in the area.
- I agree to visually and physically inspect the features, area of use, and adjacent areas prior to using the course as well as on occasion throughout the day as conditions may change.
- I agree that I will not utilize any run, course or facility for any training, practice or competition without first conducting my own thorough visual inspection of the run, course or facility.
- I agree to observe others on the course and when possible, check with them for feedback.

- I agree and understand that I assume the risk of all site conditions including but not limited to weather conditions, snow conditions, course construction, and layout.
- I further agree to assume all risks which may result should I ski/snowboard out of control or in violation of any applicable law, regulation or ordinance or of any posted signs, rules or regulations of TM.
- I agree to keep deliberate and conscious control of my physical body, both on the ground and in the air, while properly using my equipment in variable weather, snow, and terrain conditions.
- I understand that my physical condition, speed, controlled balance, body movements, alignment, trajectory, and maneuver difficulty will directly affect my desired outcome.
- I agree to read and obey all posted signage, instructions, and warnings, all verbal and non-verbal instructions and warnings.
- I agree to abide by any and all event rules and guidelines, which have been established or may be established during an event.
- I agree to wear a helmet at all times during my participation in the program and/or event.
- I will remove myself from participation if I observe any hazard during my presence, participation, and will bring such to the attention of the nearest staff member immediately.

Inherent Risks of Participation in Race Programs or Events at TM: As a PARTICIPANT in a racing program and/or event, I, the UNDERSIGNED, understand the following: I understand and agree that my entry into and use of a race course and the elements it contains may be more hazardous than skiing and snowboarding outside of a course, as it may contain risks and dangers including but not limited to: changing weather and snow conditions, variations in steepness or terrain, natural and man-made obstacles and structures, equipment failure, collisions with objects or structures, being struck by skiers/riders or equipment, exceeding one's own abilities, fencing and finish area markers, conditions and variations in the condition of the adjacent areas; other guests using the area; the presence of spectators.

I consent the use by TM of any pictures (video or print) for commercial purposes, or otherwise, of me in connection with the activities of TM. As a condition of being permitted to participate – portions of which may be (but are not guaranteed to be) televised, and in consideration of any opportunity to compete and for other goods and valuable consideration, I grant TM and other official sponsors their parent companies, their successors and assigns to utilize my appearance, name, voice, and likeness (if at all) in connection with the event / activity in any and all manner and media throughout the world in perpetuity. TM and any other participating sponsors will have the irrevocable and perpetual right, but not the obligation, to use, as they may desire, all still and motion pictures and recordings that such entities may make of Participant or Participant's voice during any event that Participant practices for and/or participates in, including the right to use Participant's name, likeness and biographical information in connection with the advertising, publicizing, exhibiting and exploiting TM and any other participating sponsors or such event(s), in whole or in part, in any manner whatsoever, by any and all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe.

- Acknowledgement of Understanding:** I, the PARTICIPANT or the Parent/Legal Guardian of the Minor PARTICIPANT, certify the following by my signature:
- I understand that RSS have inherent risks which 1) can result in injury or death and 2) cannot be eliminated; I recognize, understand, and freely assume those inherent risks including those that are related in any way to my practice or participation in a terrain park event.
 - I understand that ski and snowboard race program and /or event participation may be more hazardous than recreational skiing and snowboarding.
 - I understand that personal training, coaching, instruction, supervision and enforcement of rules by TM, its officers, directors, volunteers, employees, contractors, together with affiliated entities involved in the conduct of the program and/or event (including, but not limited to, local ski clubs, competition organizers, race officials, volunteers, fellow participants, and sponsors) do not and cannot guarantee my safety.
 - I understand that having a TM employee present does not lessen the amount or severity of the risks of the event or activity.
 - I agree that if any part of this agreement is found to be invalid or unenforceable, the remainder shall be given full force and effect. I further agree that only the laws of the State of West Virginia shall apply in the construction or application of this agreement and that any legal action must be brought in the Circuit of Tucker County or the United States District Court for the Northern District of West Virginia.
 - I have full legally binding authority and understand that these agreements are legally binding on myself and/or the Minor PARTICIPANT.

I have read both this Race Program / Event Participation Agreement and the signed Assumption of Risk/Waiver of Liability/Indemnification Agreement and fully understand the effect of these agreements. 1) I agree to the terms of these agreements; 2) I understand that the signed Assumption of Risk/Waiver of Liability/Indemnification Agreement also applies to practice and participation in any event in a terrain park or involving freestyle terrain; and 3) I understand that I am releasing legal rights of mine and/or the Minor PARTICIPANT.

I further acknowledge that I am signing this agreement freely and voluntarily, and intend my signature to be a **complete and unconditional release of all liability for myself and/or the Minor PARTICIPANT** due to 1) **negligence** by TM and its owners, directors, officers, employees, members, lessors, lessees, volunteers, independent contractors, equipment providers, and agents; and/or 2) the **inherent risks** of RSS activities and practice and participation in the event, to the greatest extent allowed by law in the State of Indiana. *Further, I assert that 1) I have explained the risks of RSS activities and practice and participation in the event at TM to the Minor PARTICIPANT; 2) he/she understands this Agreement; and 3) by our signatures below, we knowingly accept and assume the inherent risks of RSS activities and the risks of participation in the event.*

Name of PARTICIPANT (Please Print)	Signature of PARTICIPANT	Date
PARENT/LEGAL GUARDIAN of Minor PARTICIPANT (Please Print)	Signature of PARENT/LEGAL GUARDIAN of Minor PARTICIPANT	Date