Special Event Assumption of Risk, Release of Liability, and Indemnification Agreement

Please Read the Entire Document Carefully Before Signing – It Limits Your Legal Rights

I or my child (collectively referred to as "I", "my", or "me") have voluntarily applied to participate in, assist with, and/or compete in **FIS Skicross March 27-29,2009** at Sugar Bowl (the "Event"). I understand that my participation in the Event poses risks of INJURY and DEATH. I understand and agree that there are risks associated with the Event, including, but not limited to, course setting, configuration of the venue, collisions (with others, natural and man-made objects, snow making equipment, and over-snow vehicles), surface and subsurface snow conditions, rocks, cliffs, steep terrain, avalanches, marked and unmarked natural and/or manmade obstacles, rugged mountainous terrain, varying weather and visibility conditions, terrain parks and their features (including, but not limited to, all types of jumps, rails, boxes, and half pipes), training, racing, slope style, skier/boarder-cross, Big Air, rail jam, photo shoots, performing maneuvers (inverted or otherwise), and the acts of other participants. I further understand that if I am allowed to use the facilities at Sugar Bowl outside of normal ski area operating hours, I may encounter over-snow vehicles, such as grooming machines, and other activities performed by Sugar Bowl associated with the opening or closing of the ski area. Despite these risks and all other possible risks in the Event (known or unknown), and TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH that might be associated with or arise out of my participation in the Event or any use of the facilities, including but not limited to, free skiing during the Event and mountain transportation of any kind.

In consideration for being permitted to participate in the Event and to use the facilities, **I AGREE TO RELEASE FROM ANY LEGAL LIABILITY AND AGREE NEVER TO SUE** Sugar Bowl Corporation, the United States of America, Department of Agriculture, United States Forest Service, special event organizers, sponsors, insurance carriers, and all of their successors, heirs, assigns, directors, officers, partners, investors, shareholders, members, agents, employees, owners, landowners, parent and subsidiary companies, and affiliated companies (collectively herein, "Sugar Bowl") for injury or death resulting from my participation in the Event, regardless of the cause, including the alleged **NEGLIGENCE** of Sugar Bowl. I further **AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Sugar Bowl for any claims, lawsuits, damages, attorney fees, costs or judgments arising out of my participation in the Event or use of the facilities.

I UNDERSTAND THIS IS A RELEASE OF LIABILITY THAT IS VALID FOREVER, and will apply whenever I participate in the Event. I understand that this release of liability will prevent me, my child, or my heirs from filing suit or making any claim for damages in the event of injury or death from my participation in the Event. Additionally, in the event I file or my child or any legal representative files a claim or a lawsuit arising out of my participation in the Event or the use of the facilities at Sugar Bowl, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Sugar Bowl for any damages, attorney's fees, or costs arising out of such a claim or a lawsuit.

I represent that I am in good health and there are no special problems associated with my care. I authorize Sugar Bowl and/or its authorized personnel to call for medical care for me and to transport me to a medical facility if, in the opinion of such personnel, medical attention is needed. I agree that upon transport to any such medical facility, Sugar Bowl will not have any further responsibility for me. I agree to pay all costs associated with such medical care and transport**.**

I hereby authorize the use and reproduction of my image and/or likeness by Sugar Bowl and its authorized representatives for any purpose, without compensation or restriction. Photographers executing this agreement understand that images they take at Sugar Bowl may be used by Sugar Bowl at any time and for any purpose.

I understand and agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect and will be valid and enforceable. I agree that any action will be brought in the County of Placer, State of California, or alternatively, in a court of competent jurisdiction in the State of California. Any disputes will be subject to and determined under the laws of the State of California.

I HAVE CAREFULLY READ THIS LIABILITY RELEASE, I UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS.

_____	_____	_____
Printed Name of Event Participant	Signature of Event Participant	Date

If the Event Participant is a minor, a Parent/Guardian must sign or the minor cannot participate in the Event. The Parent/Guardian signature on behalf of the minor binds the minor to all the terms of this Agreement.

_____	_____	_____
Printed Name of Parent/Guardian	Signature of Parent/Guardian	Date

Emergency Contact _____ (____) _____

Name/Relation Telephone

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS.