

DODGE RIDGE MOUNTAIN RESORT
SPECIAL EVENT PARTICIPATION & VOLUNTEER
RELEASE OF LIABILITY & INDEMNITY AGREEMENT
RYAN LAVAGNINO CLASSIC PRESENTED BY DODGE RIDGE RACE TEAM
FEBRUARY 3, 4 and 5th 2023

PLEASE READ CAREFULLY. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS

COMPETITIONS AND EVENTS

If I participate in Events or act as a volunteer for named event, I understand, accept and agree that (a) I/we assume all dangers and risks associated with the Event and training course(s) including their features, layout, location, steepness, length, obstacles, and difficulty level, and (b) I am solely responsible for inspecting the features, layout and other aspects of the Event and training course(s) prior to using them and determining in my sole discretion whether I am comfortable with and fit for participating in the Event.

“PARTICIPANT/VOLUNTEER” MEANS THE UNDERSIGNED ADULT, BEING AT LEAST 18 YEARS OLD, SIGNING ON BEHALF OF HIMSELF / HERSELF OR THE MINOR PARTICIPANT (UNDER 18) AND THE UNDERSIGNED PARENT OR LEGAL GUARDIAN OF THE MINOR SIGNING ON BEHALF OF HIMSELF / HERSELF. PARTICIPANT/VOLUNTEER AGREES AND UNDERSTANDS THAT ASSISTING WITH PREPARATION OF THE EVENT, TAKING PART IN THE EVENT AND/OR ANY OTHER USES OF THE SKI AREA FACILITIES (HEREINAFTER THE “EVENT”) CAN BE **HAZARDOUS** AND MAY INVOLVE THE **RISK OF PHYSICAL INJURY OR DEATH**.

All Participants including event volunteers assume the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing including but not limited to: changing weather conditions, existing and changing snow conditions, bare spots, rocks, stumps, trees; collisions with natural objects, man-made objects, whether visible or not, fences, lift towers, race gates, snow making and snow grooming equipment, snowmobiles, snowcats or other skiers; variation in terrain; the failure of skiers to ski within their own abilities, loss of balance, control, falling, sliding, collisions with spectators, icy or firm snow, bumps, moguls, ruts, stumps, forest growth and debris, avalanches and avalanche debris, risks associated with mountain transportation, riding and unloading lifts, use of terrain parks, use of lodges and parking lots.

Participant or volunteer expressly assumes **ANY AND ALL RISKS** associated with the Event; participant agrees and understands these risks include, but are not limited to, risks associated with: equipment malfunction, including but not limited to surface conditions; marked and unmarked obstacles, race gates and equipment, slick or uneven ground and walking surfaces, surfaces covered with ice and snow; strenuous activity; high altitude; sharing ski area facilities and Event venues with people directly involved and/or not directly involved in the Event. Participant understands and acknowledges he/she has been informed and understands all rules and regulations of participation in the Event. Participant is responsible for reading, understanding and complying with all signage, including instructions on the use of the lifts. Participant recognizes that he/she must have physical dexterity and knowledge sufficiently to safely load, ride and unload the lifts. Participant assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Participant understands that snowmobiles, snow grooming and Event preparation equipment may be encountered at any time. Participant recognizes that falls and collisions occur and injuries are a common and ordinary occurrence of the Event. Participant including any volunteer understands that he/she has the opportunity to inspect the Event’s course prior to participating in the Event and he/she assumes the risk of all course conditions, including but not limited to course construction or layout and obstacles. **DESPITE ALL THESE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE EVENT.**

In consideration for engaging in the Event and for permission to use the ski area facilities, Participant including any volunteer agrees to **ASSUME ALL RISKS** associated with the Event and agrees to **DEFEND, INDEMNIFY AND HOLD HARMLESS, AND TO RELEASE FROM LIABILITY AND NEVER TO SUE** Dodge Ridge Mountain Resort, USFS, companies participating, its subsidiaries, the Promoter, parent companies, their respective agents, employees, representatives, assignees, directors, officers and shareholders (each hereinafter a "Released Party") from all liabilities and/or claims for injury or death to persons or damage to property in addition to attorney's fees or costs arising out of such claims from engagement in the Event, including those injuries and damages caused by the Related Parties' alleged or actual: 1) negligence or 2) breach of any express or implied warranty. By execution of this Release, the undersigned agrees to indemnify each Released Party for any injuries to Participant or to other person(s) or property that Participant may cause as a result of engaging in the Event.

Participant including volunteer, acknowledges they are in good health and there are no special problems associated with his/her care. Participant/volunteer: 1) authorizes a licensed physician, dentist and/or other medical care provider to carry out any emergency medical care for Participant or volunteer if incapacitated; 2) accepts responsibility and agrees to indemnify the Released Parties for all such medical expenses; 3) irrevocably grants Dodge Ridge Mountain Resort the right of publicity to own and use any image(s) collected of Participant while participating in the Event; and 4) agrees to defend and indemnify the Released Parties for any and all claims whatsoever brought by a third party arising in connection with Participant's participation in the Event.

In consideration for permission to participate in the Event and of using the ski area facilities, **PARTICIPANT and EVENT VOLUNTEER CONTRACTUALLY AGREES** that **ALL CLAIMS** for injury and or death shall be **GOVERNED BY CALIFORNIA LAW** and **JURISDICTION** shall be in the District Court residing where the alleged incident occurred or in Federal Court for the State of California, or in California Superior Court, County of Tuolumne. This Release shall be binding to the fullest extent permitted by law. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable. This Release is **VALID FOREVER** and shall be binding upon Participant's assignees, distributors, heirs, next of kin, executors and personal representatives and upon Participant whenever participating in events or activities or using the facilities at Dodge Ridge.

VOLUNTEERS

If I volunteer to assist with the preparation, administration, management or governance of Named Event, I understand, accept and agree that (a) I am not an employee of the Resort, regardless of any non-cash remuneration for time and services which I may receive, (b) **I am not covered by Workers' Compensation** nor entitled to any benefits under Workers' Compensation law, and (c) I am hereby advised to obtain my own medical coverage for my volunteer position.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE.

I UNDERSTAND ITS CONTENTS & SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

I AM AWARE THIS IS A RELEASE OF LIABILITY & I SIGN IT OF MY OWN FREE WILL.

Signature of PARTICIPANT

Printed name of PARTICIPANT

DATE

I, _____, as parent/guardian of _____,
a minor agrees to be bound by all the terms and conditions of this agreement, including INDEMNIFYING AND
HOLDING DODGE RIDGE MOUNTAIN RESORT HARMLESS AS SET FORTH ABOVE.

Signature of Parent or Guardian, if applicable

Printed name of Parent or Guardian, if applicable

Address: _____
Street / PO Box City State Zip Code

Emergency Contact: _____
Name/ Relation Telephone