

**ADULT MULTI-DAY SNOW SPORTS SCHOOL PROGRAM  
FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

**I UNDERSTAND AND AGREE THAT THE FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT AND CONTRACT BELOW WILL APPLY FOR EACH AND EVERY DAY OF THIS MULTI DAY PROGRAM** without requiring me to sign an additional form for each day **UNTIL I REVOKE IT IN WRITING AND THAT WRITING IS SIGNED BY SKI COMPANY** to prove they have received my revocation and cancellation of this contract.

I, by my signature below, agree and understand that skiing is a **HAZARDOUS ACTIVITY** which may result in injury or death to me during my participation and that the **RISKS OF PARTICIPATING** in activities associated with the sport of **SKIING ARE THE SAME WHILE IN A SNOW SPORTS SCHOOL CLASS** as they are when not in a class. I also understand that I may elect, on a voluntary basis, to use the **RACE COURSE** and /or the **TERRAIN PARK**, which **INCREASES RISK**. Trail conditions vary constantly because of weather changes and skier use and even the best equipment and instruction cannot prevent injury. Natural and manmade obstacles, including other skiers, exist and collisions do occur. I hereby **ASSUME ALL RISKS** in connection with my participation in skiing, ski classes and all related Activities ("Activities") and **HEREBY COMPLETELY RELEASE AND PROMISE NOT TO SUE** Santa Fe Ski Company/Sandia Peak Ski Company (jointly "Ski Company"), the US Forest Service and all related agencies, and all employees, agents or representatives of all such parties("Released Parties") from **ALL LIABILITY** for any injuries, death or damages to me and from any claim by me, my family, estate, heirs and assigns arising in any way from my participation in the Activities, including any claim based upon the **NEGLIGENCE, VIOLATION OF ANY STATUTE OR BREACH OF CONTRACT** of any Released Parties.

In addition, I **AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES**, their representatives, agents, affiliates, officers, directors, servants and employees of and from any claim, action, harm, injury, damage or loss to person and/or property, which may be made by me or on my behalf or that I may cause or contribute to cause, including but not limited to, paying the Released Parties attorney fees and costs.

I further authorize anyone working at Ski Company to call for medical care for me or to transport me to a clinic or a hospital if, in the opinion of anyone working at Ski Company, medical attention or transportation is needed by me. I agree that upon turning me over to my own transport or to any ambulance or other medical transport, medical facility, clinic or hospital that the responsibility of Ski Company shall be totally fulfilled and it shall not have any further responsibility for or to me. I **AGREE TO PAY** all costs associated with such medical care and related transportation for me and to indemnify and hold Ski Company, its representatives, agents, affiliates, officers, directors, servants and employees harmless from any costs incurred therein, or any claims arising therefrom.

In exchange for, and in consideration of, Ski Company making these classes and the ski area available to me for participation in the sport of skiing and the Activities, I **CONTRACTUALLY AGREE** that any and all disputes between me and the Released Parties or on my behalf arising from my use of these classes or my participation in the sport of skiing and the Activities, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF NEW MEXICO**.

I **ACKNOWLEDGE** Ski Company **STRONGLY SUGGESTS** that I obtain or confirm the existence of **HEALTH, LIFE** and/or **ACCIDENT INSURANCE** to protect **ME BEFORE PARTICIPATING IN THE ACTIVITIES OR NOT PARTICIPATE UNTIL IT IS OBTAINED**.

I have carefully read the foregoing **FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** and understand its contents, including the jurisdiction agreement. I **ACKNOWLEDGE** and understand this is a **FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** ("Agreement"), that it includes any and all claims by me or anyone on my behalf for any reason, **INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR VIOLATION OF ANY STATUTE** and that I am contractually agreeing to these terms **FREELY, FULLY AND WITHOUT RESERVATION** in exchange for the right of participating in the Activities, including the snow sports school class and the sport of skiing at the Ski Company. **IF I CHOOSE TO USE A VOUCHER FROM THIS AGREEMENT TO OBTAIN ANY PASSHOLDER PLATINUM, GOLD, MILLENNIUM, SILVER, BRONZE, FREEDOM, SNOWSPORTS PASSPORT OR PEAK PLUS CARD I AGREE THIS AGREEMENT WILL APPLY TO ANY SUCH PASS/CARD WITHOUT MY HAVING TO SIGN A FURTHER AGREEMENT AND WILL APPLY EACH TIME OF USE DURING THE ENTIRE SKI SEASON.**

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

PLEASE PRINT NAME: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone (\_\_\_\_\_) \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_ DOB: \_\_\_\_\_