



**LIABILITY RELEASE & COVENANT NOT TO SUE  
FOR OFFSITE SCHOOL CHAPERONES – ASSA/HSSA/MDSA 2018.2019**

Name: \_\_\_\_\_ Age \_\_\_\_\_

School Name \_\_\_\_\_ School District \_\_\_\_\_

**Express Assumption of Risk:** The user of the resort area and premises agrees and understands that ALL forms of alpine activities, including but not limited to skiing, and snowboarding, or other snow sliding devices, and the associated use of surface or aerial lifts, are **HAZARDOUS ACTIVITIES** involving exposure to inherent and other risks of injury, death or property damage or economic loss. These risks include, but are not limited to, continually changing weather conditions and visibility, surface and sub-surface snow or ice conditions, design and conditions of natural or man-made terrain features that may exist throughout the area, variations in terrain, moguls, bare spots, rocks, ruts, stumps, trees, lift towers, snowmaking equipment, poles, ropes, posts, grooming vehicles, snowmobiles, manmade rails, other terrain apparatus, uneven or slippery conditions, other participants and the failure to ski or board within one’s own ability. **“Inherent and other risks exist for those who are in the process of approaching, loading, and unloading from aerial or surface lifts.”** In recognition of these risks, I **VOLUNTARILY ACCEPT AND ASSUME ALL RISKS OF INJURY OR DEATH, OR PROPERTY DAMAGE** that might be associated with or a result from these activities. As a condition of being permitted the use of this resort, lifts and trails, **I AGREE TO HOLD HARMLESS, RELEASE, INDEMNIFY AND PROMISE NOT TO BRING A CLAIM AGAINST OR SUE** Mountain High Reunited, LLC., its parent company, owners, employees, agents, officers, directors, and other landowners from any and all liabilities on account of, in any way resulting from personal injury, death or property damage, whether caused by **NEGLIGENCE** or by any other reason, **“to the fullest extent allowed by law”**. I also agree to release Mountain High Reunited, LLC. From any claims for **Workers’ Compensation** or suits for personal injury, death and/or property damage that may in any way arise out of my participation in these activities, related activities, or my use of the equipment, or any equipment, or Mountain High Resort premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused. Chaperone understands that in exchange for a daily lift privilege or rental that it does not constitute a relationship of employee, nor does it imply an employer employee relationship. I understand that this release of liability applies for the 2018.2019 ski/board season, from today’s date until June 30, 2019, including my participation in any other of the resorts events or activities.

**I UNDERSTAND THAT THIS IS A LEGAL BINDING CONTRACT.** I agree that any claim that I may bring be filed in the Courts of Los Angeles County, North District, California and shall be governed by the laws of the State of California. I understand and agree that this agreement is intended to be as broad and inclusive as is permitted by law, and if any portion is held invalid, the balance shall continue in full legal force and effect.

**I HERBY ACKNOWLEDGE THAT I HAVE FULLY READ, UNDERSTOOD AND ACCEPTED EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT THIS AGREEMENT INCLUDES A RELEASE OF LIABILITY WHICH MAY LEGALLY PREVENT ME OR ANY OTHER PERSON FROM FILING SUIT, OR MAKING OTHER CLAIMS FOR DAMAGES, IN THE EVENT OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE. I HAVE FREELY AND VOLUNTARILY SIGNED THE AGREEMENT IN EXCHANGE FOR THE USE OF THE RESORT AND ANY PRIVILEGES EXTENDED TO ME AS A VOLUNTEER.**

**If you do not agree to all of the above terms, then do not sign this release.**

I consent to use by Mountain High Resort of any pictures (video and print) for commercial purposes, or otherwise, of my child in connection with the activities of Mountain High Resort. I also understand that these photos or other material are the sole property of the resort and may be use at their discretion

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

**IF RENTALS ARE NEEDED PLEASE ADVISE**