



No. 1 Powder Place

Release of Liability

I, the Participant/Guardian of a minor child or minor children, recognize that skiing/snowboarding is a hazardous sport that can result in serious personal injury. The Participant agrees and understands the risks inherent in skiing and snowboarding and/or using Lookout Pass, including, the ski lifts for any purpose (the "Activity") not limited to: early season conditions, rapidly changing weather, limited visibility, snow conditions, surface or subsurface conditions, bare spots, forest growth, rocks, stumps and other unmarked hazards, grooming equipment on slopes, lift chairs and towers and other structures and their components, collisions with other skiers and snowboarders, collisions with snowmobiles, and a skier's and snowboarders failure to ski or snowboard within his or her own ability .can be hazardous and involves the RISK OF PHYSICAL INJURY OR DEATH and such risk is inherent and cannot be reasonable avoided without changing the nature of the Activity.

I, the Participant/Guardian of a minor child or minor children, acknowledges that he/she has read this Agreement, and EXPRESSLY ASSUMES THE RISK of the Activity, inherent or otherwise. Further, the Participant recognizes that he/she has certain duties and/or responsibilities which are set forth in Idaho's Ski Liability Act, Title 6, Chapter 11 of the Idaho Code, and the Participant is responsible for knowing the range of his/her ability to negotiate any slope, trail or freestyle terrain and to maintain reasonable control of speed and course at all times. In consideration of allowing the Participant to use Lookout Pass, the Participant agrees to RELEASE Lookout Pass, the Lookout Pass Free Ski School, Snow Sports School and their directors, managers and members employees and agents, from any and all liability and/or claims for injury or death to persons or damage to property arising from the Participant's participation in the Activity, including those claims based on Lookout Pass's alleged or actual NEGLIGENCE. Participant agrees to DEFEND and INDEMNIFY Lookout Pass from all claims for property damage, injury or death which he /she may suffer, or for which he/she may be liable to others, or for Participant's conduct that may contribute to a claim being asserted against Lookout Pass, arising out of Participant's use of Lookout Pass. Governing law and venue shall be according to the laws of the State of Idaho and any action shall be interpreted in Idaho District Court, County of Shoshone, or U.S. District Court for the District of Idaho.

I am aware that this release of liability is a contract between Lookout Associates, LLC dba Lookout Pass Ski & Recreation Area, and myself and I sign it of my own free will. I have read this entire release.

DATE: _____

STUDENT NAME _____

PARTICIPANT/LEGAL GUARDIAN _____
(Required for minor participation)