

Pond Skimming Event Agreement and Release of Liability

Please read carefully, this is a Release of Liability & Waiver of Legal Rights

1. I acknowledge that participation in Pond Skimming (hereafter "Event") is **HAZARDOUS** and involves a great risk of physical injury or death, including drowning, loss of control, falling at high speed and ALL other risks of skiing and snowboarding. **I expressly assume all risk associated with participation in, preparation for or training for** this Event. I understand that I have the opportunity to inspect any and all elements of this Event prior to training for or participating in the Event and I assume the risk of all course conditions.
2. In consideration of receiving permission to take part in the Event, **I agree to release Wild Mountain Inc, Cashmere Properties LLC, Cashmere Mountain Company Inc**, and their agents, employees, directors, officers and shareholders **from any and all liability for personal injury, death or property damage** which results in any way from negligence, conditions on or about the premises and facilities, the operations of the ski area, actions or omissions of employees or agents of the area, actions or omissions of employees or agents of the area, or my participation in the Event or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.
3. To the extent I am signing on behalf of a **minor**, I state that I am authorized to sign on behalf of **the minor**, I hereby **release Wild Mountain Inc, Cashmere Properties LLC and Cashmere Mountain Company Inc from any and all liability for personal injury, death or property damage** sustained by the minor which results in any way from negligence, conditions on or about the premises and facilities, the operations of the ski area, or the minor's participation in the Event or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.
4. I further agree to **defend, indemnify and hold harmless Wild Mountain Inc, Cashmere Properties LLC and Cashmere Mountain Company Inc from any and all claims, demands, losses, damages and liabilities** with respect to **personal injury, death or property damage** arising from my or the minor on whose behalf I signed, participation in the Event or other activities at Wild Mountain. I promise not to sue the Wild Mountain and further agree that if anyone is physically injured or property is damaged while I am engaged in this Event I will have no right to make a claim or file a lawsuit against the Wild Mountain. I agree to defend and indemnify the Wild Mountain for any and all claims.
5. This Release of Liability is governed by the Laws of the State of Minnesota and is intended to be interpreted as broadly as possible. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Participant's Signature

Participant's Printed Name

Date

Parent/Guardian: If the participant is a minor, I verify that I have the authority to enter into this agreement on behalf of the minor and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian's Signature

Parent/Guardian's Printed Name

Date