

FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT-Child

NAME (print): _____ AGE: _____ SEX: M F

ADDRESS: _____ CITY _____ ST _____ ZIP _____

THIS IS A LIABILITY RELEASE-READ CAREFULLY BEFORE SIGNING:

I ACKNOWLEDGE AND REPRESENT that I am at least 18 years of age, I am a parent and/or guardian of the minor child identified herein (referred to as "my child"), I have authority to enter into this release and indemnity contract on behalf of my Child, on my own behalf and on the behalf of any other parent or guardian of my Child, and I do so **FREELY, FULLY AND WITHOUT RESERVATION.**

THE UNDERSIGNED, FOR MY CHILD, MYSELF AND OTHER PARENT/GUARDIAN OF MY CHILD, HEREBY REPRESENTS TO AND CONTRACTS AND AGREES WITH TAOS SKI VALLEY, INC. and the Organizers and Sponsors of the above-named Event (hereinafter collectively "TSV" as follows:

I ACKNOWLEDGE that the supervised training, practices, unsupervised individual skiing and related activities (the "Event"), are **HAZARDOUS** activities and have many dangers and risks, including all obstacles natural or manmade, marked or unmarked and I acknowledge that I have made a voluntary choice to complete and/or participate in the Event **DESPITE THE RISKS** presented.

I REPRESENT AND WARRANT that my child is at least fourteen (14) years of age, that he/she is a skilled and experienced skier/rider, that he/she is in good health, that he/she does not have any special physical or health problems and that I have neither received nor made any special instructions regarding his/her participation and/or competition.

IN CONSIDERATION of my acknowledgements, representations and warranties and of TAOS SKI VALLEY, INC, the Organizers and the Sponsors of the Event, including (hereinafter collectively "TSV") issuing a nontransferable permission to permit my Child, for myself and for any parent/guardian of my Child, **I VOLUNTARILY AGREE TO ASSUME ALL RISKS OF INJURY, DEATH AND PROPERTY DAMAGE** which might be associated with or result from my practice, training for, participation and/or completion in the Event.

I UNDERSTAND IT IS MY SOLE RESPONSIBILITY AND I AGREE to view, evaluate and understand the venue of the Event BEFORE I allow my Child to participate and/or complete and to not participate and/or complete if the venues of the Event or adjacent areas or conditions are not to my satisfaction, and **I AGREE FURTHER** as follows:

For my Child, for myself and for any parent/guardian of my Child, **I RELEASE FROM LIABILITY, PROMISE NOT TO SUE TSV**, their employees, representatives, agents, officers, directors, owners, affiliated companies and other related entities from any claim or legal action by me, any other parent/guardian of my Child, my Child, anyone on behalf of my Child and by my Child's estate, heirs, and assigns for any damage, injury or death to my Child or any person or property, arising out of or in any way connected with the Event and my Child's practice and training for and participation and/or competition in it, whether caused by **NEGLIGENCE** of TSV or for any other reason.

I AGREE TO DEFEND AND INDEMNIFY TSV, from any claim legal action, harm injury, damage or loss for personal injury, death or property damage **AND TO HOLD HARMLESS TSV**, their employees, representatives, agents, officers, directors and from any claim, legal action, harm, injury damages or loss to person and/or property by me, on behalf or by **THIRD PARTIES** injured by me, including but not limited to attorney's fees and costs.

I AUTHORIZE personnel authorized by TSV to call for medical care for me and to transport me to medical facility or other emergency medical service personnel in Taos Ski Valley if, in the opinion of such personnel, I need medical attention. **I AGREE** that upon transporting me to facility or personnel, all responsibility for me or my medical care, and I agree to indemnify and hold harmless TSV of any form of costs incurred in connection therewith in accordance with the immediately preceding paragraph.

The UNDERSIGNED gives **FULL PERMISSION** for TSV to take and use **ANY AUDIO OR VISUAL MATERIALS OR REPRODUCTIONS** of Undersigned or any **MINOR** taken at TSV and by signing below, Undersigned **RELEASES** the use of any audio or visual materials taken, or on file, for any uses by TSV of Undersigned or the **MINOR** for whom Undersigned is signing. Undersigned understands that all said images and sound recordings shall constitute the property of TSV solely and completely.

I CONTRACTUALLY AGREE that all dispute between me and TSV arising from the Event, including claims for personnel injury, death or property damage, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO** and **EXCLUSIVE JURISDICTION** thereof will be in state or federal courts of **NEW MEXICO.**

I HAVE READ AND I UNDERSTAND the terms of the above Full and Complete Release of Liability and Indemnity Agreement and I am signing it freely and of my own accord, realizing **IT IS BINDING** upon me, my Child, any other parent/guardian of my child and heirs and assigns. 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.** Minor Child (Print

Name: _____

Parent/Guardian (Print Name): _____

Signature: _____ Date: _____

Mailing Address: _____

Telephone Number with Area Code: _____