



FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

I understand and EXPRESSLY AGREE to the fact that the sport of skiing in its various forms (skis, snowboards, freestyle, other) is an INHERENTLY HAZARDOUS sport that has many dangers and risks. I realize that injuries are a common and ordinary occurrence of this sport. I acknowledge that SKI RACING AND TRAINING and related activities are ESPECIALLY HAZARDOUS activities and GREATLY INCREASE THE RISKS of skiing. Specifically, I understand that race training may occur BEFORE the ski area is PREPARED FOR THE PUBLIC. Therefore, at times normal SAFETY PREPARATION WILL NOT BE IN PLACE, including, but not limited to, the presence of grooming and other MACHINERY on the slopes WITHOUT WARNINGS, irregular snow conditions, especially as to snow making and lift ramps, electric cords, hoses and other maintenance equipment will be on the slopes, NO PADDING, ropes and signs will be in place, RESPONSE TO ACCIDENTS will be GREATLY SLOWED, lift operators may NOT be available, etc. I AGREE THAT THE MINOR may be using SKI LIFTS WITHOUT A COACH or other adult present, may be traveling at high speed, leaving the ground, possibly going inverted, that any netting, fencing or other devices erected are designed ONLY TO PROTECT SPECTATORS and are NOT DESIGNED TO PROTECT PARTICIPANTS and that participation on the Santa Fe Ski Team does NOT ELIMINATE the inherent RISKS in the sport. I further acknowledge that TRANSPORTATION to and from skiing and ski racing activities can be EXTREMELY HAZARDOUS, that the sites for participation in ski racing may require travel by VEHICLES over MOUNTAIN ROADS and in INCLEMENT WEATHER, and that I have made a voluntary choice FOR ME and/or the MINOR to participate in those activities DESPITE THE EXTREME RISKS that such TRANSPORTATION presents.

DESPITE recognizing ALL these RISKS, I have made a voluntary choice to participate or to allow said minor to participate. In consideration of Sipapu Ski and Summer Resort (hereinafter referred to as "Ski Company") and the Santa Fe Ski Team making ski racing, training and related activities (INCLUDING TRANSPORTATION in Team vans, private vehicles (coaches, parents or others) or commercial vehicles) available to me or to said minor, I EXPRESSLY AGREE that I freely accept and voluntarily assume ALL RISKS OF PERSONAL INJURY OR DEATH or property damage for myself or said minor and FULLY RELEASE Ski Company, the Santa Fe Ski Team and their agents, employees, coaches, directors, officers and volunteers FROM ANY AND ALL LIABILITY for personal injury, death or property damage which results IN ANY WAY from my or said minor's participation in this SPORT, or while WORKING on any Ski Racing Club project or while TRAVELING to and from any Santa Fe Ski Team event, including any caused by NEGLIGENCE, conditions on or about the premises and facilities of ANY SKI AREA where the Team may be skiing or the operations of the ski area including, but not limited to, any NEGLIGENCE claims related



to grooming, snow making, ski lift operations while loading or unloading, gate setting, gates, posts, structures, padding, course setting, coaching, skiing equipment or its settings, waxing or maintenance, other skiers or any other claims related to ski racing or any related to any VEHICLE or DRIVER and ACCEPT MYSELF THE FULL RESPONSIBILITY FOR ANY AND ALL such damages or injury of any kind which may result to ME or said MINOR. I UNDERSTAND and AGREE that Ski Company and the Santa Fe Ski Team recommends, and that I am responsible for, obtaining my own and any minors life, accident and health INSURANCE BEFORE I or any minor participate in the sport of skiing or ski racing.

I also agree to DEFEND, INDEMNIFY AND HOLD HARMLESS Ski Company and the Santa Fe Ski Team from any claims for damages against it by me, or any minors I have signed for, even after they have reached majority, arising from my or the said minor's participation in, or while traveling to and from, any Santa Fe Ski Team activity. This agreement INCLUDES any claims from THIRD PARTIES arising from my or the minor's actions or conduct. In addition, if skier is a minor, the undersigned parent/guardian signing below represents to Ski Company and the Santa Fe Ski Team that they have the AUTHORITY to enter into this contract on behalf of said MINOR and on behalf of any other parent or guardian of said MINOR and AGREES TO DEFEND AND INDEMNIFY AND HOLD HARMLESS Ski Company and the Santa Fe Ski Team from any and all claims brought on behalf of said MINOR or any other parent/guardian thereof, even after the MINOR has attained majority, or from third parties injured by the MINOR, and hold Ski Company and the Santa Fe Ski Team and their representatives, agents, affiliates, officers, directors, servants and employees harmless from any such claim, legal action, harm, injury, damages or loss to person and/or property.

In exchange for, and in consideration of, Ski Company and the Santa Fe Ski Team making these opportunities and the ski area available to me or said minor for participation in the sport of skiing and ski racing, I CONTRACTUALLY AGREE that any and all disputes between myself or said minor and Ski Company or Santa Fe Ski Team arising from participation in any Santa Fe Ski Team activity or participation in the sport of skiing, at Ski Company or any other ski area 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, the undersigned, HAVE READ AND 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 heirs, assigns and, in the event I am signing it on behalf of ANY MINOR, that I have FULL AUTHORITY TO DO SO REALIZING ITS BINDING EFFECT ON THEM as well as me. 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 BY SIGNING BELOW I AM



RELEASING MY LEGAL RIGHTS AS WELL AS THOSE OF ANY MINOR FOR WHOM I AM SIGNING.

NAME OF RACER

SIGNATURE OF RACER

DATE

NAME OF PARENT/GUARDIAN

SIGNATURE OF PARENT/GUARDIAN

DATE