

TIMBERLINE LODGE & SKI AREA
AGREEMENT OF RELEASE AND INDEMNITY
Summer 2014

GROUP/EVENT/CAMP/SHOP NAME: Dave Lyon Summer Race Camps

NAME OF PARTICIPANT: _____ AGE: _____ PHONE: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

Please read carefully! This is a release of liability and waiver of certain rights.

I understand that skiing, snowboarding, snowskating, bicycling, racing, the use of chairlifts, sports event production, sports events, snowmobiles, snowcats, vehicle shuttle transportation, and any other sports of related activities, including training for such activities (collectively referred to as "Sports Activities") are hazardous and that injuries are common. I have made a voluntary choice to participate in such Sports Activities (or to allow my child to do so) despite the risks that they present. I hereby voluntarily agree to assume all risks associated with sports Activities.

In consideration for lift access, participation in Sports Activities, and the use of any other area facilities, premises, or equipment, I hereby agree to release, hold harmless, and indemnify R.L.K. and Company, dba Timberline Ski Area and its directors, officers, employees, affiliates, contractors, volunteers, organizers, sponsors, and agents (referred to as "Timberline") from any and all claims by me or on my behalf against Timberline arising directly or indirectly out of my participation in Sports Activities and/or the use of any area facilities, premises, or equipment. This release includes claims and liabilities arising from any cause whatsoever, including, but not limited to, negligence on the part of Timberline. I also agree to indemnify (including costs and attorney fees) Timberline for any claim brought on behalf of any minor Participant.

I agree to abide by the Skier Responsibility Code, ORS 30.970, and any rules, regulations, directions, signage, warnings, and/or orders of Timberline Ski Area. If I do not, I understand that Timberline Ski Area can revoke my sporting activities privileges. In the event of any claims or litigation arising out of or in connection with participation in any activity at Timberline Ski Area, the venue for legal proceeding shall be Clackamas County, Oregon. If any term is declared to be invalid hereunder, the remaining terms of this Agreement shall continue to be enforceable. This Agreement is governed by Oregon law.

I hereby irrevocably grant and convey to 'RLK and Company' all right, title and interest in and to record my name, image, voice, statements and/or writings including any and all photographic images and video or audio recordings at Timberline Lodge and Ski Area. I further irrevocably grant to RLK and Company, its advertisers, customers, agents, successors and assigns, unrestricted rights to use the above mentioned sound, still, or moving images in any medium, including posting on the Internet and World Wide Web, for educational, promotional, advertising, or other purposes without limitation consistent with the mission of Timberline Lodge and Ski Area. I agree that all intellectual property rights to the sound, still, or moving images belong to RLK and Company. I voluntarily waive the right to inspect or approve such images and waive my right to any royalties, proceeds or other benefits derived from such photo graphs or recordings.

Il have carefully read and understand this Agreement and all of its terms. I understand that this is a release. I enter into this Agreement voluntarily and understand that it is binding upon me and my heirs and representatives.

PARTICIPANT'S NAME: _____
(Please print)

PARTICIPANT'S SIGNATURE: _____ DATE: _____

PARENT OR GUARDIAN OF PARTICIPANT (must be signed by parent or legal guardian if Participant is under eighteen (18) years of age.) AS PARENT OR GUARDIAN OF THE NAMED PARTICIPANT, I HEREBY AGREE TO THE INDEMNITY PROVISIONS REFERRED TO ABOVE AND I WILL BE RESPONSIBLE FOR THE PAYMENT OF ANY MEDICAL EXPENSES INCURRED BY THIS MINOR.

PARENT OR GUARDIAN NAME: _____
(Please Print)

EMERGENCY CONTACT PHONE #: _____

PARENT OR GUARDIAN SIGNATURE: _____