Cascade Mountain Release of Liability - Parental Permission Agreement

This form is required for all minors unaccompanied by a parent or legal guardian who are renting equipment.

NAME_____ PHONE (_____)_____-_____

GROUP NAME_____ TRIP DATES_____

A. RELEASE OF LIABILITY:

I, THE UNDERSIGNED, IN CONSIDERATION OF THE RENTAL OF THE SKIING/SNOWBOARDING EQUIPMENT TO MY CHILD BY CASCADE MOUNTAIN, HEREBY RELEASE AND FULLY DISCHARGE CASCADE MOUNTAIN MANAGEMENT CORPORATION, CASCADE MOUNTAIN LAND HOLDINGS LLC, THEIR OWNERS, AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY FOR PERSONAL INJURYTO MY CHILD OR DAMAGE TO MY CHILD'S PROPERTY WHICH IS CAUSED IN ANY WAY BY THE NEGLIGENT ACTS OR FAILURES TO ACT OF CASCADE MOUNTAIN, CASCADE MOUNTAIN MANAGEMENT CORPORATION, CASCADE MOUNTAIN LAND HOLDINGS LLC, THEIR OWNERS, AGENTS, OR EMPLOYEES IN THE INSTALLATION, ADJUSTMENT, INSPECTION, MAINTENANCE AND/OR RENTAL OF THE EQUIPMENTAND/OR IN THE INSTRUCTIONS GIVEN OR NOT GIVEN TO MY CHILD CONCERNING THE EQUIPMENTAND ITS USE AND/OR IN ANY WAY ARISING FROM THE USE OR RENTAL OF THIS EQUIPMENT.

I accept for myself and on behalf of my child full responsibility for any and all injuries or damages of any kind which may result from the use of the ski/snowboard equipment by my child, and it is my intention to **HOLD HARMLESS** Cascade Mountain Management Corporation, Cascade Mountain Land Holdings LLC and their owners, agents and employees for any injuries sustained to my child while using the above described equipment. I further agree not to make a claim against or sue Cascade Mountain Management Corporation or Cascade Mountain Land Holdings LLC for injuries or damage relating to my child's skiing/snowboarding and/or the use of this equipment.

I have carefully read this Release of Liability and Parental Permission Agreement and fully understand its contents. This document constitutes the final and entire agreement between Cascade Mountain Management Corporation, Cascade Mountain Land Holdings LLC and the undersigned. **I am aware that by signing this document, I am WAIVING certain legal rights of myself, my spouse, and those of my child, including the right to sue Cascade Mountain Management Corporation or Cascade Mountain Land Holdings LLC.** I am aware this Release of Liability-Parental Permission Agreement is a contract between my child, myself, my spouse, and Cascade Mountain Management Corporation, Cascade Mountain Land Holdings LLC, and I sign it of my own free will.

B. PARENTAL PERMISSION AGREEMENT:

I UNDERSTAND that my child will be renting equipment at Cascade Mountain on the above date(s) and hereby give permission for him/her to rent skiing/snowboarding equipment.

I UNDERSTAND and am aware that skiing/snowboarding involves certain inherent risks, dangers and hazards which can result in serious personal injury or death and that personal injuries and damage to property are a common and ordinary occurrence in the sport. I hereby agree to freely and expressly assume any and all risks of injury or death to my child or damage to his/her property while using the equipment while skiing/snowboarding.

I UNDERSTAND that the ski equipment being furnished forms part of a ski-boot-binding system which will NOT RELEASE at all times or under all circumstances and that it is not possible to predict every situation in which it will or will not release and that its use cannot guarantee my child's safety or freedom from injury while skiing. I further understand and agree that the ski-boot-binding system may reduce, but does NOT ELIMINATE, the risk of injury to the lower portion of my child's leg or any other parts of my child's body. I further understand that the boot-binding system will not reduce at all the risk of injury to my child's knee and that the boot-binding system will not release in the event of a backward fall.

I UNDERSTAND that the snowboard boot-binding system WILL NOT ORDINARILY RELEASE during use, nor is it specifically designed or intended
to release as a result of forces during ordinary operation, and it is therefore absolutely NO GUARANTEE OF MY CHILD'S SAFETY.

I UNDERSTAND that I am responsible for any damage to the equipment while in my child's possession. This includes, but is not limited to theft or loss.

I FURTHER UNDERSTAND this equipment is not to leave Cascade Mountain property, and this agreement is for dates listed above only and the equipment is to be returned at the end of each session to avoid additional charges.

I UNDERSTAND there are NO WARRANTIES, expressed or implied, which extend beyond the description of the equipment my child rents, and that my child rents said equipment AS IS.

CAUTION!! READ BEFORE SIGNING!! THIS DOCUMENT AFFECTS YOUR AND YOUR CHILD'S LEGAL RIGHTS AND WILL BAR YOUR AND YOUR CHILD'S RIGHT TO SUE!

Parent's Signature_____ Date_____

Parent's Signature_____ Date_____

User's Signature _____ Date_____ Age _____

Street_____ City_____ State _____ Zip _____