

**RELEASE AND INDEMNITY AGREEMENT FOR TIMBERLINE AND POWDER HOUNDS**

I understand that (1) skiing can be hazardous, and (2) I ACCEPT THE DUTIES OF SKIERS UNDER OREGON LAW, ORS 30.985, which include but are not limited to the following:

- (a) Skiers who ski in any area not designated for skiing within the permit area assume the inherent risks thereof;
- (b) Skiers shall be the sole judges of the limits of their skills and their ability to meet and overcome the inherent risks of skiing and shall maintain reasonable control of speed and course;
- (c) Skiers shall abide by the directions and instructions of the ski area operator;
- (d) Skiers shall familiarize themselves with posted information on location and degree of difficulty of trails and slopes to the extent reasonably possible before skiing on any slope or trail;
- (e) Skiers shall not cross the uphill track of any surface lift except at points clearly designated by the ski area operator;
- (f) Skiers shall not overtake any other skier except in such a manner as to avoid contact and shall grant right-of-way to the overtaken skier;
- (g) Skiers shall yield to other skiers when entering a trail or starting downhill;
- (h) Skiers must wear retention straps or other devices to prevent runaway skis;
- (i) Skiers shall not board rope tows, wire rope tows, j-bars, t-bars, ski lifts or other similar devices unless they have sufficient ability to use the devices, and skiers shall follow any written or verbal instructions that are given regarding the devices;
- (j) Skiers, when involved in a skiing accident, shall not depart from the ski area without leaving their names and addresses if reasonably possible;
- (k) A skier who is injured should, if reasonably possible, give notice of the injury to the ski area operator before leaving the ski area;
- (l) Skiers shall not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.

**I DO HEREBY RELEASE RLK AND COMPANY, D.B.A. TIMBERLINE, CASCADE NORDIC ENTERPRISES INC. D.B.A. POWDER HOUNDS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING THOSE BASED UPON NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH MY PARTICIPATION IN THE POWDER HOUNDS PROGRAM AND MY USE OF ANY EQUIPMENT, FACILITIES, OR SERVICES AT TIMBERLINE.**

**If the participant is UNDER AGE 18, THE UNDERSIGNED PARENTS OR GUARDIANS DO HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS THE POWDER HOUNDS, TIMBERLINE, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING THOSE BASED UPON NEGLIGENCE) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE POWDER HOUNDS PROGRAM AND USE OF ANY EQUIPMENT, FACILITIES, OR SERVICES AT TIMBERLINE BY THE MINOR CHILD NAMED BELOW. THIS INDEMNITY SHALL INCLUDE ALL COSTS AND ATTORNEY'S FEES.**

In the event of any claims or litigation arising out of or in connection with any activity at Timberline, the venue for any legal proceeding shall be Clackamas County, Oregon. This Release and Indemnity Agreement includes claims based upon negligence, but it does not extend to claims where a release may be prohibited by law. If any part of this Agreement is declared to be unenforceable, then the remaining terms shall continue to be valid.

_____	_____
Participant's Name	Age
_____	_____
Signature	Date
_____	_____
Address (Please include city, state and zip code)	Phone Number
_____	_____
Name of Parent/Guardian (Required only if Participant is under age 18)	Address (Please include city, state and zip code)
_____	_____
Parent/Guardian Signature	Phone number