



**CHILDREN'S SKI AND SNOWBOARD SCHOOL – MINOR  
FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

The undersigned, being at least 18 years of age, hereby represents that he or she is the parent or guardian of

\_\_\_\_\_ (hereinafter referred to as the "child") and, in exchange for Angel Fire Resort Operations, L.L.C. (hereinafter referred to as AFR) making these services available to me and the child, hereby contracts and agrees as follows.

For myself and for the child, the undersigned agrees and understands that skiing and/or snowboarding is **HAZARDOUS ACTIVITY** which may result in **INJURY** or **DEATH** to my child **DURING** his/her participation in AFR's Ski and Snowboard Center (hereinafter referred to "Ski School"). I also understand that my child will be using **SKI LIFTS ALONE, WITH OTHER CHILDREN, WITH MEMBERS OF THE GENERAL PUBLIC, OR WITH A RESORT EMPLOYEE**. Trail conditions vary constantly because of weather changes and skier use and even the best equipment and instruction cannot prevent injury. Natural and manmade obstacles, including other skiers and/or snowboarders and vehicles, may exist and collisions do occur. **PARTICIPATION IN SKI SCHOOL SHALL NOT IN ANY WAY ELIMINATE THE INHERENT RISKS IN SNOW SKIING, SNOWBOARDING OR RIDING SKI LIFTS.**

hereby **ASSUME ALL RISKS** in connection with my child's participation in such activities including but not limited to personal injury and death, and **HEREBY COMPLETELY RELEASE** AFR, its representatives, agents, affiliates, officers, directors, servants and employees from **ALL LIABILITY** for any injuries, death or damages and from any claim or legal action by me, any other parent or guardian of the child, the child, anyone on behalf of the child, and by the child's estate, heirs and assigns arising in any way from my child's participation, including any claim based on **NEGLIGENCE**.

In addition, the parent/guardian signing below represents to AFR 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 AFR from any and all claims arising from the child's participation in Ski School and/or skiing or snowboarding and this contract 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 AFR, its 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.

The undersigned further **AUTHORIZES** anyone working at AFR to call for such medical care for the child or to transport the child to the appropriate clinic or hospital if, in the opinion of anyone working at AFR, medical attention is needed for the child. The undersigned agrees that upon turning the child over to the undersigned or their designees or to any ambulance or other medical transport, medical facility, clinic or hospital, that the responsibility of AFR shall be totally fulfilled and AFR shall not have any further responsibility for the child. The undersigned **AGREES TO PAY** all costs associated with such medical care and related transportation for the child and **INDEMNIFY** and hold AFR, its representatives, agents, affiliates, directors, servants and employees harmless from any costs incurred therein, or any claims arising therefrom.

I **UNDERSTAND THAT AFR RECOMMENDS THAT I OBTAIN APPROPRIATE INSURANCE COVERAGE TO PROTECT MYSELF AND OR MINOR IN THE CASE OF ACCIDENT OR INJURY DUE TO MY OR THE MINOR'S PARTICIPATION IN SUCH SPORTS AND/OR ACTIVITIES.**

I **ACCEPT AND UNDERSTAND THAT AFR REQUIRES A HELMET FOR MY CHILD'S PARTICIPATION IN CHILDREN'S CENTER GROUP SKI SCHOOL AGES 3-12. HELMETS ARE PROVIDED BY AFR AND ARE PART OF THE SKI SCHOOL PACKAGE. DECLINE HELMET** \_\_\_\_\_ **BY INITIALLING HERE, I DECLINE AND REFUSE A HELMET FOR MY CHILD AND INSTRUCT AFR TO NOT REQUIRE MY CHILD TO WEAR A HELMET, I AGREE TO HOLD AFR HARMLESS AND TO COMPLETELY RELELASE AND INDEMNIFY AFR FOR ANY AND ALL INJURIES INCLUDING DEATH THAT MAY RESULT FROM MY CHILD'S NOT WEARING A HELMET WHILE PARTICIPATING IN THIS HAZARDOUS ACTIVITY**

In exchange for, and in consideration of, AFR making these classes and the ski area available to the child for participation in the sport of skiing and/or snowboarding, I **CONTRACTUALLY AGREE** that any and all disputes between myself and AFR arising from the child's use of these classes or the child's participation in the sport of skiing and/or snowboarding, 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 have carefully read the foregoing **COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT** and understand its contents, including the jurisdictional agreement. I **ACKNOWLEDGE** and understand this is a **COMPLETE RELEASE AND INDEMNITY AGREEMENT**, that it includes any and all claims by the child, me or anyone else on the child's behalf for any reason, **INCLUDING NEGLIGENCE**, and that I am contractually agreeing to these terms **FREELY, FULLY AND WITHOUT RESERVATION** in exchange for the right to have the child participate in a ski or snowboard school class and in the sport of skiing and/or snowboarding at this ski area.

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.**

I have disclosed all health conditions of my child that might affect my child's participation in Ski School.

I hereby agree and permit Angel Fire Resort Operations, L.L.C., to take and use any photograph or any image derived therefrom of my minor child with or without the minor's name for any editorial, promotional, advertising, trade, or other legal purpose.

I agree that this contract will apply to each and every occasion myself or any my minor child use the Angel Fire Resort Operations, L.L.C. facilities and/or equipment.

**PARENT / GUARDIAN: I verify that I am the parent or guardian of the minor, and I am authorized to enter into this agreement on behalf of the participant (child) and I agree to be bound by the terms and conditions of this release.**

\_\_\_\_\_  
PARENT/GUARDIAN PRINTED NAME

(must be signed by parent or legal guardian if participant is under eighteen years of age)

\_\_\_\_\_  
PARENT/GUARDIAN SIGNATURE

\_\_\_\_\_  
DATE