

# Moonlight Basin Ski Resort (MBSR)

## Release of Liability and Indemnity Agreement

As an express condition of **speedflying** at Moonlight Basin Ski Resort, I agree and acknowledge as follows:

I understand that participating in the above activity, or in related activities, at the Moonlight Basin Ski Resort (MBSR) can be dangerous. I understand that accidents, injury, illness, or death can arise in conjunction with participating in speedflying. I further understand that there are other inherent risks associated with speedflying, which include, but are not limited to, forces of nature or weather, equipment failure, and natural hazards or other obstacles, whether known or unknown, and whether man-made or not. I understand that speedflying is a hazardous activity due to weather conditions, slopes, equipment, obstacles, risks inherent in high altitude flying, and other dangers. In consideration for being given permission to speedfly at MBSR, I hereby agree to assume all risks in connection with such activities.

\_\_\_\_\_ initial

I further agree to forever release, discharge, waive, save and hold harmless, indemnify, and defend the departments of the MBSR, MBSR itself, its subsidiaries, and/or affiliates, its officers, directors, shareholders, employees, agents, assistants, the U.S. Forest Service and all other applicable landowners (hereinafter "Releasees") from any and all claims made under any theory of legal liability, INCLUDING NEGLIGENCE. This Agreement includes, but is not limited to, any and all rights, claims, demands, causes of action, liabilities, or actions for any or all medical expenses, other expenses, or damages in the event of an incident, illness or other incapacity, death, or damage to property, however caused.

\_\_\_\_\_ initial

I certify that I have a current and valid United States Hang Gliding and Paragliding Association membership, and that I am a member in good standing.

\_\_\_\_\_ initial

I certify that I have read, understand and will adhere to the Moonlight Basin Ski Resort Site Rules. I understand that this is a self-regulated site and that I take all responsibility for my safety.

\_\_\_\_\_ initial

I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be governed by the applicable laws of Montana. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims I may bring against the Releasees shall be submitted to the jurisdiction of the state or federal court in Montana and the no claims against the Releasees shall be brought in any other jurisdiction.

\_\_\_\_\_ initial

This agreement shall be binding to the fullest extent permitted by law. I further state that I am of lawful age and legally competent and authorized to sign this Agreement. I understand that the terms of this document are contractual and not a mere recital and I have signed this document as my own free act.

\_\_\_\_\_ initial

PARTICIPANT'S NAME (Please Print)

\_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

NUMBER AND EXP. DATE OF U.S. HANG GLIDING & PARAGLIDING ASSOCIATION CARD

CARD # \_\_\_\_\_ EXP. DATE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**Participant under 18 years of age:** As the parent or guardian signing this agreement for the above named minor, I acknowledge and agree that I have read the above Agreement, and that by signing this Agreement on behalf of the minor, I and the minor agree to be bound by its terms. I hereby agree to forever release, discharge, waive, save and hold harmless, indemnify, and defend Releasees from any claims, demands, causes of action, liabilities, actions, and any and all medical expenses or other related expenses, including damage to property asserted by others, by me or my estate, MBSR premises, brought under any theory of legal liability, INCLUDING NEGLIGENCE. I understand and agree that under certain circumstances my child may ride the lift alone or with a member of the general public. I understand that it is my responsibility to fully inform MBSR of any special needs my child may have.

Signature (Parent/Guardian):

\_\_\_\_\_ DATE \_\_\_\_\_