



**BD Performance Racing
RELEASE AND INDEMNITY AGREEMENT**

Participant Name: _____

Telephone: _____ Email: _____

Address: _____

SKIER SAFETY ENFORCEMENT CRITERIA In the discretion of BD Performance Racing, violation by the above named participant of the Duties of Skiers on the reverse side of this sheet, violation of partial list of punishable infractions listed below, or any other conduct detrimental to the safety of other skiers, or in violation of the United States Skiing Association Code of Conduct, or the Code of Conduct of Timberline Lodge & Ski Area may result in the loss of all skiing privileges at Timberline Lodge & Ski Areas facilities, and the loss of all privileges of participation in the programs or events conducted by BD Performance Racing, and the loss of the participant's lift ticket/season pass without refund.

SUSPENSION:

- 1. Reckless Skiing
- 2. Disruptive/Rude Behavior
- 3. Improper Embarking or Disembarking from Ski Lift
- 4. Abusive Language
- 5. Excess Speed/Jumping

EXPULSION

- 1. Repeat Offenders
- 2. Reckless Skiing Resulting in Injury or Collision
- 3. Intoxication/Drugs
- 4. Vandalism
- 5. Disregard of Area Rules/Safety Regulations
- 6. Blatant Disregard of Verbal Instructions or Area Rules
- 7. Fighting
- 8. Abusive Behavior
- 9. Skiing in a Closed Area

I UNDERSTAND THAT ALL SAFETY REGULATIONS WILL BE ENFORCED

PARTICIPANT SIGNATURE: _____ Date: _____

GUARDIAN SIGNATURE: _____ Date: _____
(if participant is under eighteen (18) years of age)

RELEASE AND INDEMNITY AGREEMENT

IN CONSIDERATION OF MY PARTICIPATION IN BD PERFORMANCE RACING PROGRAMS AND EVENTS AND THE USE OF A TIMBERLINE LODGE & SKI AREA PASS AND TIMBERLINE LODGE & SKI AREA PREMISES AND FACILITIES, I AGREE TO RELEASE AND INDEMNIFY BD PERFORMANCE RACING AND TIMBERLINE LODGE & SKI AREA TOGETHER WITH ALL RESPECTIVE OFFICERS AND DIRECTORS, OWNERS, AGENTS, LANDOWNERS, AFFILIATED COMPANIES, EMPLOYEES AND VOLUNTEERS (HEREINAFTER "BD.PR") FROM ANY AND ALL CLAIMS FOR PROPERTY DAMAGE, INJURY OR DEATH, WHICH I MAY SUFFER OR FOR WHICH I MAY BE LIABLE TO OTHERS. THIS RELEASE APPLIES TO ANY AND ALL ACTIVITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PARTICIPATION IN

THE BD PERFORMANCE RACING PROGRAM, SKIING, SNOWBOARDING, SNOWRIDING OR LIFT RIDING. THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY TO ANY CLAIM FOR PROPERTY DAMAGE, INJURY OR DEATH, EVEN IF CAUSED BY NEGLIGENCE. THE ONLY CLAIMS NOT RELEASED ARE THOSE BASED UPON WILLFUL OR INTENTIONAL MISCONDUCT.

I ALSO AGREE THAT ALL DISPUTES BETWEEN MYSELF AND BD.PR ARISING FROM MY PARTICIPATION IN BD.PR PROGRAMS AND EVENTS AND/OR THE USE OF A TIMBERLINE LODGE & SKI AREA PASS, WILL BE GOVERNED BY THE LAWS OF THE STATE OF OREGON AND THE EXCLUSIVE JURISDICTION THEREOF SHALL BE IN THE STATE COURTS OF THE STATE OF OREGON, AND THE VENUE FOR THESE DISPUTES SHALL BE IN CLACKAMAS COUNTY, OREGON.

IF ANY PART OF THIS CONTRACT IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON OR IN ANY CIRCUMSTANCE, IT IS INTENDED THAT ALL OTHER TERMS WILL BE ENFORCED IN ALL OTHER CIRCUMSTANCES.

THE UNDERSIGNED HAS CAREFULLY READ AND UNDERSTANDS THIS AGREEMENT AND ALL OF ITS TERMS ON BOTH SIDES OF THIS DOCUMENT. THIS INCLUDES, BUT IS NOT LIMITED TO, THE DUTIES OF SKIERS, SNOWBOARDERS, OR SNOWRIDERS. THE UNDERSIGNED UNDERSTANDS THAT THIS DOCUMENT IS AN AGREEMENT OF RELEASE AND INDEMNITY WHICH WILL PREVENT THE UNDERSIGNED OR THE ESTATE OF THE UNDERSIGNED FROM RECOVERING DAMAGES FROM BD.PR IN THE EVENT OF DEATH OR INJURY TO PERSON OR PROPERTY. THE UNDERSIGNED, NEVERTHELESS, ENTERS INTO THIS AGREEMENT FREELY AND VOLUNTARILY AND AGREES IT IS BINDING ON THE UNDERSIGNED AND THE HEIRS AND LEGAL REPRESENTATIVES OF THE UNDERSIGNED.

BY MY SIGNATURE BELOW, I AGREE THAT THIS RELEASE AND INDEMNITY AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT AND I WILL BE BOUND BY ITS TERMS THROUGHOUT THE 2023-2024 SEASON.

SEE REVERSE SIDE OF THIS SHEET IF SIGNING FOR A MINOR (UNDER 18) AND FOR DUTIES OF SKIERS, SNOWBOARDERS, OR SNOWRIDERS WHICH YOU MUST OBSERVE.

PARTICIPANT's PRINTED NAME: _____

PARTICIPANT SIGNATURE: _____ Date: _____

ATTENTION SKIERS / SNOWBOARDERS / SNOWRIDERS: YOUR DUTIES

The following **Duties of Skiers** and **Assumption of Risk** provisions apply to all skiers, snowboarders, and all other snowriders.

O.R.S. 30.990 REQUIRES US TO NOTIFY SKIERS OF THEIR DUTIES PURSUANT TO O.R.S. 30.985. THE LAW IMPOSES THE FOLLOWING DUTIES ON ALL SKIERS REGARDLESS OF WHAT TYPE OF EQUIPMENT THEY USE. VIOLATION OF ANY OF THE FOLLOWING DUTIES ENTITLES TIMBERLINE LODGE & SKI AREA TO WITHDRAW THE VIOLATOR'S PRIVILEGE OF SKIING.

- (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 the 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 locations 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 the 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 the right of way to the other skier.
- (g) Skiers shall yield to other skiers when entering a trail or starting downhill.
- (h) Skiers must wear retention straps or other devices [ski binding brakes] to prevent runaway skis and snowboards.
- (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 device and skiers shall follow any written or verbal instructions that are given regarding the device. Skiers shall request instructions if unfamiliar with any ski lift device before boarding it.
- (j) Skiers, when injured 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.
- (2) Violation of any of the duties of skiers set forth herein entitles the ski area operator to withdraw the violator's privilege of skiing.

SKIERS / SNOWBOARDERS / SNOWRIDERS ASSUME CERTAIN RISKS

O.R.S. 30.975 PROVIDES THAT AN INDIVIDUAL WHO ENGAGES IN THE SPORT OF SKIING, ALPINE OR NORDIC, ACCEPTS AND ASSUMES THE INHERENT RISKS OF SKIING INsofar AS THEY ARE REASONABLY OBVIOUS, EXPECTED OR NECESSARY. INHERENT RISKS OF SKIING INCLUDE, BUT IS NOT LIMITED TO, THOSE DANGERS OR CONDITIONS WHICH ARE AN INTEGRAL PART OF THE SPORT, SUCH AS CHANGING WEATHER CONDITIONS, VARIATIONS OR STEEPNESS IN TERRAIN, SNOW OR ICE CONDITIONS, SURFACE OR SUBSURFACE CONDITIONS, BARE SPOTS, CREEKS AND GULLIES, FOREST GROWTH, ROCKS, STUMPS, LIFT TOWERS AND OTHER STRUCTURES AND THEIR COMPONENTS, COLLISIONS WITH OTHER SKIERS AND A SKIER'S FAILURE TO SKI WITHIN THE SKIER'S OWN ABILITY.

PARTICIPANT ACKNOWLEDGES, ACCEPTS AND ASSUMES THE INHERENT RISKS OF THE USE OF FREESTYLE PARKS, TERRAIN FEATURES OR HALF PIPES, AND INVERTED AERIALS (INVERTED AERIALS ARE ATTEMPTS TO MANEUVER THE HUMAN BODY WHILE AIRBORNE, AND CAN INVOLVE MANEUVERS LIKE FLIPS AND SOMERSAULTS).

Insurance Information

Primary Care Physician: _____ Phone: _____

Insurance Provider: _____ Group #: _____

Member #: _____ Insurance Phone #: _____

Pertinent Medical Conditions / Medications / Allergies: _____

If minor, date of birth: mo _____/day _____/year _____

MINOR RELEASE

IN CONSIDERATION OF PARTICIPATION IN BD.PR PROGRAMS AND EVENTS AND THE USE OF TIMBERLINE LODGE & SKI AREA PASS, PREMISES AND FACILITIES BY THE MINOR(S) NAMED BELOW, I HEREBY AGREE TO RELEASE AND INDEMNIFY BD.PR AND TIMBERLINE LODGE & SKI AREA, TOGETHER WITH THE RESPECTIVE OFFICERS AND DIRECTORS, OWNERS, AGENTS, LANDOWNERS, AFFILIATED COMPANIES, EMPLOYEES AND VOLUNTEERS (HEREINAFTER "BD.PR") FROM ANY AND ALL CLAIMS FOR PROPERTY DAMAGE, INJURY OR DEATH, WHICH THE MINOR(S) NAMED BELOW MAY SUFFER OR FOR WHICH HE OR SHE MAY BE LIABLE TO OTHERS, IN ANY WAY CONNECTED WITH SKIING, SNOWBOARDING, SNOWRIDING, LIFT RIDING OR PARTICIPATION IN BD.PR PROGRAMS AND EVENTS, THIS RELEASE AND INDEMNITY AGREEMENT SHALL APPLY TO ANY CLAIM FOR PROPERTY DAMAGE, INJURY OR DEATH, EVEN IF CAUSED BY NEGLIGENCE. THE ONLY CLAIMS NOT RELEASED ARE THOSE BASED UPON WILLFUL OR INTENTIONAL MISCONDUCT.

I ALSO AGREE THAT ALL DISPUTES BETWEEN THE BELOW NAMED MINOR(S) AND BD.PR ARISING FROM HIS/HER PARTICIPATION IN BD.PR PROGRAMS AND EVENTS AND/OR THE USE OF A TIMBERLINE LODGE & SKI AREA PASS, WILL BE GOVERNED BY THE LAWS OF THE STATE OF OREGON AND THE EXCLUSIVE JURISDICTION THEREOF SHALL BE IN THE STATE COURTS OF THE STATE OF OREGON, AND THE VENUE FOR THESE DISPUTES SHALL BE IN CLACKAMAS COUNTY, OREGON.

BY MY SIGNATURE BELOW, I AGREE THAT THIS MINOR RELEASE AND INDEMNITY AGREEMENT WILL REMAIN IN FULL FORCE AND EFFECT AND I WILL BE BOUND BY ITS TERMS THROUGHOUT THE 2020-2021 SEASON.

I HAVE CAREFULLY READ AND UNDERSTAND THIS AGREEMENT AND ALL OF ITS TERMS. PARENT OR GUARDIAN (must be signed by parent or guardian if the user is under eighteen (18) years of age).

MINOR NAME, please print:

LAST, FIRST: _____

MINOR PARTICIPANT, Signature: _____ Date: _____

PARENT/GUARDIAN NAME, please print:

LAST, FIRST: _____

RELATIONSHIP TO PARTICIPANT: _____

PARENT OR GUARDIAN, Signature: _____ Date: _____

PARENT/GUARDIAN: I VERIFY THAT I AM THE PARENT/GUARDIAN AND/OR HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE ABOVE NAMED MINOR(S). I AGREE TO BE BOUND BY ITS TERMS. I ACCEPT FULL RESPONSIBILITY FOR ALL MEDICAL EXPENSES INCURRED AS A RESULT OF THE MINOR(S)' PARTICIPATION IN THE BD.PR PROGRAMS AND EVENTS AND THE USE OF TIMBERLINE LODGE & SKI AREA PREMISES AND FACILITIES, I AGREE TO INDEMNIFY AND HOLD HARMLESS BD.PR AND TIMBERLINE LODGE & SKI AREA, FROM ANY CLAIM BROUGHT BY OR ON BEHALF OF THE MINOR(S).

PARENT OR GUARDIAN, Signature: _____ Date: _____