



## Day Pass Agreement and Release of Liability

Please read carefully, this is a Release of Liability & Waiver of Legal Rights

1. I understand and accept that alpine skiing and snowboarding in its various forms is a HAZARDOUS SPORT that has many dangers and risks. I realize that injuries are a common and ordinary occurrence of this sport and that severe injury, including death, is an inherent risk of skiing/snowboarding. I expressly assume all risk associated with skiing and/or snowboarding including without limitation, the risks and inherent dangers associated with skiing/snowboarding and riding the lifts. These risks include, but are not limited to, changes in terrain, weather, snow surfaces, and lighting conditions, ice, moguls, bare spots, debris, fences, posts, trees, lift equipment and towers, rope tows, light poles, signs, buildings, roads and walkways, ramps, half-pipes, padded and non-padded barriers, jumps, rails, boxes, and other terrain features, snowmaking mounds, snowmaking operations, grooming equipment, snowmobiles, utility or all-terrain vehicles, loading, riding and unloading lifts, collisions with other persons and other natural and man-made hazards and slips and falls on ice and snow. I agree to follow, and be bound by, Your Responsibility Code.
2. In consideration of being allowed to use the area facilities and premises at Andes Tower Hills, Inc., and specifically in exchange for the opportunity to purchase a day pass at Andes Tower Hills, Inc. **I agree to release Andes Tower Hills, Inc., and its agents, employees, directors, officers and shareholders from any and all liability for personal injury, death or property damage** which results in any way from negligence, conditions on or about the premises and facilities, the operations of the ski area including, but not limited to, grooming, snowmaking equipment, snowmaking mounds, ski lift operations, actions or omissions of employees or agents of the area, or my participation in skiing, snowboarding or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.
3. To the extent I am signing on behalf of a **minor**, I state that I am authorized to sign on behalf of **the minor, I hereby release Andes Tower Hills, Inc. from any and all liability for personal injury, death or property damage** sustained by the minor which results in any way from negligence, conditions on or about the premises and facilities, the operations of the ski area including, but not limited to, grooming, snowmaking equipment, snowmaking mounds, ski lift operations, actions or omissions of employees or agents of the area, actions or omissions of employees or agents of the area, or the minor's participation in skiing, snowboarding or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.
4. I further agree to **defend, indemnify and hold harmless Andes Tower Hills, Inc.** from any and all claims, demands, losses, damages and liabilities, contribution or otherwise with respect to **personal injury, death or property damage arising from my or a minor** on whose behalf I signed, participation in skiing, snowboarding or other activities at Andes Tower Hills, Inc. I promise not to sue the Andes Tower Hills, Inc. and further agree that if anyone is physically injured or property is damaged while I am engaged in any activity at Andes Tower Hills, Inc. I will have no right to make a claim or file a lawsuit against the Andes Tower Hills, Inc. I agree to defend and indemnify the Andes Tower Hills, Inc. for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I may cause.
5. This Release of Liability is governed by the Laws of the State of Minnesota and is intended to be interpreted as broadly as possible. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

**I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.**

Participant's Signature

Participant's Printed Name

Date

**Parent/Guardian:** If the passholder is a minor, I verify that I have the authority to enter into this agreement on behalf of the minor and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian's Signature

Parent/Guardian's Printed Name

Date