Release of Liability, Waiver of Claims & Assumption of Risk Agreement

BY SIGNING THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE WINDELL'S SNOWBOARD CAMP, INC. ("Windell's), WINDELLS ACADEMY, INC., R.L.K AND COMPANY, dba TIMBERLINE SKI AREA ("Timberline") **and MT. HOOD MEADOWS SKI RESORT** ("Meadows"), as well as their directors, officers, agents, employees, contractors, sponsors, representatives and volunteers including those who operate Windell's Snowboard Camps. In conjunction with Timberline and Meadows, Windell's operates facilities including a snowboard and ski camp, and conducts activities including, but not limited to, snowboarding, skiing, rafting, skateboarding, mountain biking, swimming, trampolining, windsurfing, hiking, wakeboarding, paintball, and BMX biking and the transportation to or from any such activities (hereinafter collectively the "Windell's Activities").

The undersigned participant and, where participant is under age 18, the undersigned parent or guardian of participant on behalf of the participant, for himself/herself and his/her respective heirs, next-of-kin, personal representatives, successors and assigns: **(1)** acknowledges that participating in the Windell's Activities involves certain inherent risks, dangers, and hazards which **can result in personal injury, or even death, to the participant**; **(2)** hereby **freely agrees to assume and accept any and all known and unknown risks** of injury while participating in the Windell's Activities, including, but not limited to, any injury resulting from a collision with natural and man-made objects, other snowboarders, skiers, staff, media, trees, and all types of ski lift equipment and machines, and other equipment and machines used in connection with or for skiing and snowboarding; **(3) waives any and all claims** that participant and any parent or guardian has or may have in the future against Windell's, Timberline, and Meadows, as well as their officers, directors, employees, agents, successors and assigns with respect to the participant's participation in the Windell's Activities; **(4) releases and forever discharges Windell's, Timberline, and Meadows**, as well as their officers, directors, employees, agents, successors and assigns from any and all liability for any loss, damage, injury, or expense that participant and any parent or guardian or any next-of-kin may suffer as a result of participant's participating in the Windell's Activities due to any cause whatsoever including, but not limited to, negligence; and **(5)** hereby agrees to indemnify, hold harmless and defend Windell's, Timberline, and Meadows, as well as their officers, directors, employees, agents, successors and assigns of and from any and all claims and liabilities arising out of or in connection with participant's participation in the Windell's Activities and from the use of any equipment, facilities, or services of Windell's, Timberline, and Meadows, including all costs and reasonable attorneys' fees in any proceeding or tribunal.

In further consideration of participating in the Windell's Activities, the undersigned hereby **agrees to submit to binding arbitration** any and all claims which participant and any parent or guardian of participant has or may have against Windell's, Timberline, and Meadows, as well as their officers, directors, employees, agents, successors and assigns arising from any and all of the Windell's Activities. The arbitration shall be pursuant to the rules of the American Arbitration Association, but with all discovery rights under the Oregon Rules of Civil Procedure. **Arbitration must be commenced within one (1) year from the date on which any alleged claim first arose. Any claim filed after the one (1) year deadline will be time barred**. The arbitration shall be held exclusively in Clackamas County, Oregon, unless otherwise mutually agreed to by all parties.

The undersigned understands that Windell's **does not provide medical insurance** for participant and that medical insurance for participant must be provided by participant or his/her family. The undersigned hereby authorizes **Windell's to provide first aid assistance for participant, and to consent to any medical or surgical treatment of participant** which Windell's deems advisable if a parent or legal guardian cannot reasonably be located when participant is in need of medical treatment. The undersigned further consents to transporting participant in an ambulance if the conditions warrant such transportation.

I hereby irrevocably grant and covey to Windell's Snowboard Camp Inc. and Windells Academy Inc. all right, title and interest in and to record my name, image, voice, statements and/or writings including any and all photographic images and video or audio recordings at Windell's Snowboard Camp Inc. and Windells Academy Inc. Timberline Lodge Ski area, Mt Hood Meadows and/or Ski Bowl. I further irrevocably grant to Windell's Snowboard Camp Inc. and Windells Academy Inc. its advertisers, customers, agents, successors and assigns, unrestricted rights to use the above mentioned sound, still or moving images in any medium, including posting on the internet and world wide web, for educational, promotional, advertising, or other purposes without limitation consistent with the mission of Windell's Snowboard Camp Inc. and Windells Academy Inc. I agree that all intellectual property rights to the sound still, or moving images belong to Windells Snowboard Camp Inc. and Windells Academy Inc. I voluntarily waive the right to inspect or approve such images and waiver my right to any royalties, proceeds or other benefits derived from such photographs or recordings.

This is the entire agreement between Windell's and the undersigned relating to the foregoing, and in entering into this agreement, the undersigned is not relying upon any oral or written representations other than what is stated in this agreement. **I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS AGREEMENT AND AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE WINDELL'S, TIMBERLINE, AND MEADOWS FOR INJURIES OR DAMAGES.**

_____	_____
Participant Printed Name DOB	Parent, Guardian Printed Name
_____	_____
Street Address of Participant	Parent / Guardian Signature / Date
_____	_____
City, State, Zip Code	Parent/Guardian Phone
_____	_____
Participant's Signature / Date	Witness Signature / Date