

7. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any costs associated with such care or transport to such care.
8. I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.
9. I agree that any and all claims for loss, injury and/or death arising from the Participant's participation in the Activity shall be governed by the law of the state where the alleged incident occurred and that exclusive jurisdiction of any such claim shall be the state or federal court in the state where the alleged incident occurred, except that all cases arising out of an alleged incident at Heavenly Mountain shall be governed by California law and the exclusive jurisdiction of any such claim will be a California court of competent jurisdiction.
10. **BY SIGNING ON BEHALF OF A MINOR (OR OTHER PARTICIPANT), I REPRESENT THAT I AM THE LEGAL PARENT OR GUARDIAN OF THE PARTICIPANT** and acknowledge that the Participant is bound by all the terms of this Agreement. I understand that the minor Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, I represent, under penalty of fraud, that I am at least 18 years old.
11. **I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**
12. I understand that this Agreement will apply for each and every day participant engages in any Activity during the applicable operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

**MINOR PARTICIPANT (UNDER 18) INFORMATION**

*\* Requires signature of Parent or Legal Guardian in the Box Below*

**Protective Helmets:** Foresight Ski Guides requires the use of helmets. While helmets may reduce or mitigate the severity of some head injuries, their use does not guarantee safety and will not prevent certain injuries. Rental helmets are available at our children's ski school locations for your convenience.

MINOR PARTICIPANT #1 – Last Name, First Name, M.I. (please print)	DATE OF BIRTH (MM-DD-YYYY)
MINOR PARTICIPANT #2 – Last Name, First Name, M.I. (please print)	DATE OF BIRTH (MM-DD-YYYY)
MINOR PARTICIPANT #3 – Last Name, First Name, M.I. (please print)	DATE OF BIRTH (MM-DD-YYYY)

**ADULT PARTICIPANT AND SIGNATURE OF PARENT / LEGAL GUARDIAN**

**I HAVE READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I AND MY CHILD OTHERWISE MAY HAVE.**

SMITH, JOHN Q	<b>X</b>	John Q Smith	1/8/97
ADULT PARTICIPANT / PARENT OR GUARDIAN (LAST NAME, FIRST NAME, M.I.)		SIGNATURE	DATE OF BIRTH (MM-DD-YYYY)
123 MAIN ST #100	<b>X</b>	ANTWERP CO	80000 303-555-0000
ADDRESS – Street Address / Mailing Address (please print)		City, State, Zip Code	Contact Phone #
11/15/16	JANE SMITH	WIFE	305555-2000
DATE	EMERGENCY CONTACT	RELATION	PHONE NUMBER
jasmith@email.com			
E-MAIL ADDRESS (Give us your email address to receive snow alerts, resort news, exclusive offers & more.)			

Last Name  
FTS CID  
CM  
G  
P