



LIABILITY RELEASE AND INDEMNIFICATION AGREEMENT

THIS RELEASE AND INDEMNITY APPLIES TO EACH AND EVERY EVENT / RACE / ON HILL TRAINING PROGRAM AT ALYESKA RESORT FOR THE 2018-2019 SKI SEASON

NAME OF PARTICIPANT: _____ AGE: _____
(Please print)
ADDRESS: _____ CITY: _____ STATE: _____ (ZIP) _____
PHONE #: _____ EMail: _____

PLEASE READ CAREFULLY * THIS AGREEMENT LIMITS OUR LIABILITY

If participant is under 18 years of age, participant’s parent or legal guardian must initial and sign.

I affirm I am physically fit to participate. I release and discharge Alyeska Resort Management Company and Alyeska Ski Resort L.L.C., jointly, doing business as “Alyeska Resort”, their owners, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents (the released parties) from any and all claims, demands, actions and causes of actions, whether for property damage, personal injury, or death, arising from my participation in any aspect of any and all events scheduled to be held at or near Alyeska Resort.

Participant’s initials: _____ Parent or Guardian Initials: _____

RELEASE OF LIABILITY: I hereby release Alyeska Resort Management Company and Alyeska Ski Resort L.L.C., jointly, doing business as “Alyeska Resort”, their owners, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents (the released parties), from any and all claims, liability, or causes of action of any kind, whether known or unknown, whether based on **negligence** or otherwise, for property damage, personal injury, or death, arising from or related to the participant’s participation in any and all events scheduled to be held at or near Alyeska Resort. **I understand and agree that I may be participating in an event which will include aerials, jumps, inverted aerials, back flips, twists and turns. I understand that these maneuvers are inherently dangerous and risky and could result in my serious injury or death. I accept this risk and understand the consequences of my actions.**

Participant’s initials: _____ Parent or Guardian Initials: _____

INDEMNIFICATION: I hereby agree to indemnify, defend and hold harmless, Alyeska Resort Management Company and Alyeska Ski Resort L.L.C., jointly, doing business as “Alyeska Resort”, their owners, parents, affiliated subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents (the released parties), against any claim, liability, or cause of action of any kind, whether known or unknown, whether based on **negligence** or otherwise, for property damage, personal injury or death, made against the indemnified parties and arising from or related to the participant’s participation in any and all or competitive events at or near Alyeska Resort. I accept full responsibility for all medical expenses arising from or related to the participant’s participation in any and all events at or near Alyeska Resort.

Participant’s initials: _____ Parent or Guardian Initials: _____

COVENANT NOT TO SUE: I hereby covenant and agree I will never bring, authorize to be brought, or otherwise participate in any claim, suit, or cause of action of any kind, whether known or unknown, whether based on **negligence** or otherwise, for property damage, personal injury, or death, against Alyeska Resort Management Company and Alyeska Ski Resort L.L.C., jointly, doing business as “Alyeska Resort”, their owners, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents (the covenantees), arising from or related to the participant’s participation in any and all events at or near Alyeska Resort.

I HAVE READ THE ASSUMPTION OF RISK, RELEASE OF LIABILITY, INDEMNIFICATION AND COVENANT NOT TO SUE. I UNDERSTAND AND AGREE TO THE PROVISIONS.

Date _____ Participant’s Signature: _____ Parent or Guardian Signature: _____



Alyeska Resort Model Release

For consideration herein acknowledged as received, and by signing this release I hereby give Alyeska Resort Management Company "ARMCO", Photographer / Filmmaker and Assigns my permission to license the content and to use the content in any media for any purpose (except pornographic or defamatory) which may include, among others, advertising, promotion, marketing and packaging for any product or service. I agree that the content may be combined with other images, text, graphics, film, audio, audio-visual works; and may be cropped, altered or modified.

I agree that I have no rights to the content, and all rights to the content belong to ARMCO, Photographer / Filmmaker and Assigns. I acknowledge and agree that I have no further right to additional consideration or accounting, and that I will make no further claim for any reason to ARMCO, Photographer / Filmmaker and/or Assigns. I acknowledge and agree that this release is binding upon my heirs and assigns. I agree that this release is irrevocable, worldwide and perpetual.

It is agreed that my personal information will not be made publicly available but may only be used directly in relation to the licensing of the Content where necessary (e.g. to defend claims, protect rights or notify trade unions) and may be retained as long as necessary to fulfill this purpose, including by being shared with sub-licensees / assignees of ARMCO, Photographer / Filmmaker and transferred to countries with differing data protection and privacy laws where it may be stored, accessed and used. I represent and warrant that I am at least 18 years of age and have the full legal capacity to execute this release.

Definitions: "ASSIGNS" means a person or any company to whom Photographer/Filmmaker has assigned or licensed rights under this release as well as the licensees of any such person or company. "CONSIDERATION" means \$1 or something else of value I have received in exchange for the rights granted by me in this release. "CONTENT" means all photographs, film, audio, or other recording, still or moving, taken of me as part of the Shoot. "MEDIA" means all media including digital, electronic, print, television, film, radio and other media now known or to be invented. "MODEL" means me and includes my appearance, likeness and voice. "PARENT" means the parent and/or legal guardian of the Model. Parent and Model are referred to together as "I" and "me" in this release, as the context dictates. "PHOTOGRAPHER/ FILMMAKER" means photographer, illustrator, filmmaker or cinematographer, or any other person or entity photographing or recording me. "SHOOT" means the photographic, film or recording session described in this form.

Model Information:

Name (print) _____

Date of Birth (DD/MM/YEAR) _____

Gender: Male Female

Model (or Parent*) Information

Residence Address _____

City _____ State/Province _____ Zip/Postal Code _____

Email _____ Phone _____

Signature _____

Date signed (DD/MM/YEAR) _____

**If Model is a minor or lacks capacity in the jurisdiction of residence, Parent warrants and represents that Parent is the legal guardian of Model, and has the full legal capacity to consent to the Shoot and to execute this release OF ALL RIGHTS IN MODEL'S CONTENT. If you are signing in this capacity, please enter your details above and your name below.*

Parent's Name (if applicable): _____