

Bellevue Ski School — 2022
Assumption of Risk; Medical Consent; Release of Liability; and Indemnification Obligation
(Adult Student)

The undersigned parent is a custodial parent or legal guardian (**Parent**) of the undersigned student identified below (**Student**). During 2022, Parent and Student want Student to participate in the activities offered by the Bellevue Ski School, which is operated by the Bellevue Ski Council, a Washington nonprofit corporation (**Bellevue Ski School**). This Assumption of Risk; Medical Consent; Release of Liability; and Indemnification Obligation (**Waiver**) has legal consequences that are binding on Parent, Student, and Parent's family. As used in this Waiver, the word **including** has its normal meaning and indicates a partial list (and has the same meaning as "including, but not limited to" and "including without limitation"). Parent and Student may be referred to collectively as **we, our, or ourselves**.

In partial exchange for Bellevue Ski School allowing Student to participate in Bellevue Ski School's programs and activities during the 2022 ski season (**Activities**), we agree as follows:

1. **Review of Waiver; Authority to Sign; Consent.** We have carefully read this Waiver. We have the authority to enter into this Waiver. Parent has authority to enter into this Waiver on behalf of anyone else who has legal rights regarding the Student. Parent has also given a copy of this Waiver and the Handbook (defined below) and the C-19 Return Plan (defined below) to all other adults who are parents or legal guardians for the Student, and Parent has obtained their consent to sign this Waiver.
2. **Review and Understanding of the Risks; Responsibility to Determine Student's fitness to participate in the Activities.**
 - a. We have reviewed the description of the risks described in **Appendix A** of the Handbook (defined below) and the COVID-19 Risks described in **Exhibit 1** of the C-19 Return Plan (defined below). We have also informed ourselves to our satisfaction regarding the risks associated with the Activities and C-19. **C-19** means COVID-19 (corona virus disease 2019), including all variants.
 - b. Parent has reviewed those risks with Student.
 - c. We have reviewed the Bellevue Ski School Handbook (**Handbook**), a copy of which may be found at <https://bellevueskischool.com/forms/#handbook>. Bellevue Ski School may revise the Handbook at any time, in its sole discretion.
 - d. We have reviewed the Bellevue Ski School COVID-19 Return Plan (**C-19 Return Plan**), a copy of which may be found at <https://bellevueskischool.com/forms/#covid-19-policy>. Bellevue Ski School may revise the C-19 Return Plan at any time, in its sole discretion. We are not relying in any way on any representation of fact or medical opinion, express or implied, made by Bellevue Ski School or any of its directors, officers, employees (if any), volunteers, or other agents regarding the health risks associated with C-19.
 - e. We will exercise our best efforts to comply with Bellevue Ski School's C-19 Return Plan. Parent has reviewed the requirements of the C-19 Return Plan with Student and has instructed Student to comply with the requirements of the C-19 Return Plan. We will also closely monitor Student's health and will not allow Student to participate in any Bellevue Ski School activity if Student displays any C-19 symptoms or if Student tests positive for C-19 or has been placed in quarantine by Student's school or school district because of C-19. We will regularly check for updates at Bellevue Ski School's website (<https://www.bellevueskischool.com/>) to determine whether there have been updates to the C-19 Return Plan, the C-19 Assumption of Risk, or other Bellevue Ski School information, all of which Bellevue Ski School may modify from time-to-time, in Bellevue Ski School's sole discretion.
 - f. Parent has instructed Student to follow all Bellevue Ski School's policies, procedures, rules, and instructions, including the safety, etiquette, general conduct, and other policies, procedures, and rules, described in the Handbook. Parent has also instructed Student to promptly cooperate with Bellevue Ski School's chaperones and to follow their instructions when Student is waiting to board the bus, on the bus, or otherwise participating in any Activities. Student will follow all of Parent's instructions and will follow all Bellevue Ski School policies, procedures, rules, and instructions.
 - g. Parent has also instructed Student that during Activities involving ski or snowboard classes Student must follow the instructions of the instructor. Student will follow the instructions of the instructor.
 - h. Parent has instructed Student that while at Summit Facilities (defined below) for any Activity, Student must follow the instructions of the ski patrol and safety personnel at the Summit Facilities and must obey all Summit Facilities rules regarding the use of the Summit Facilities. Student will follow all those instructions and obey all those rules.
3. **Fitness to Participate.** Before Student participates in any Activities, we will assess Student's fitness to participate in the Activity. Student will participate in the Activities only if we believe Student is fit enough to participate.

4. **Medical Consent.** We grant Bellevue Ski School permission to call 911 for emergency medical aid or to take Student to a physician or hospital for medical treatment, or both. If Bellevue Ski School or any of its directors, officers, employees (if any), or volunteers believe Student sustained an injury or otherwise requires medical treatment, we give consent to any physician or emergency aid responder to administer drugs and perform any medical treatment that the physician or responder determines appropriate for the relief of pain or to preserve Student's life or health. We assume all responsibility for all medical, rescue, transportation, and other expenses incurred on Student's behalf. We will fully and immediately reimburse Bellevue Ski School and any other Released Person (defined below) for any of those expenses that Bellevue Ski School or any other Released Person chooses to advance, in its sole discretion. Bellevue Ski School and Released Parties have no obligation to advance any expenses on Student's behalf.

5. **Assumption of All Risks.** We assume All Risks associated with Student's participation in the Activities. **All Risks** means the possibility of injury, damage, illness, hospitalization, death, financial loss, emotional loss, social loss, wage loss, property damage, the risks described in **Appendix A** of the Handbook, and the risks described in **Exhibit 1** of the C-19 Return Plan, and any other injury or damage, among every other possible risk.

6. **Release of Claims.** We each hereby release, to the extent permitted by law, Bellevue Ski School and Bellevue Ski School's past, current, and future directors, officers, employees (if any), and volunteers; Boyne USA Inc. and its owners, directors, officers, agents, and subsidiaries, including Ski Lifts Inc. (**Summit**) and its directors, officers, employees, and agents and subsidiaries; and the U.S. Government and its officials, employees, agents, contractors, and subsidiaries (with all released persons collectively referred to as the **Released Persons** and individually as a **Released Person**) from all Claims. The term **Claims** means every possible claim, expense, or other liability for any injury (including death), damage, or other loss related to or arising from Student's participation in any of the Activities or resulting from any other cause, whether arising from negligence, breach of contract, deviation from any Bellevue Ski School policy or procedure (including deviation from the C-19 Return Plan), use of the slopes, equipment, or any of the other facilities or services at any Summit Facilities, or any other legal or equitable theory. **Summit Facilities** means The Summit at Snoqualmie, including Alpentel, Summit West, Summit Central, and Summit East and all grounds, slopes, equipment, and other facilities at those locations owned or controlled by any Released Person, including Summit.

7. **Photo Release.** Both Bellevue Ski School and Ullr Incorporated and their respective employees, volunteers, and other agents may take photographs, video, and other images and audio recordings of the Student during any Bellevue Ski School activity (including bus rides) for use in any print or electronic publication or marketing materials for the Council, Bellevue Ski School, or Ullr Incorporated, without the payment of any royalties or other compensation to Student or Parent.

8. **Covenant Not to Sue.** We each covenant not to sue Bellevue Ski School or any other Released Person (whether for ourselves, on behalf of Parent, Student, any member of our family or household, or any other person or entity, including any trust or estate) regarding any Claims.

9. **Obligation to Indemnify and Defend.** We each will defend and indemnify Bellevue Ski School and all other Released Persons regarding all Claims. This includes our obligation to defend and indemnify Bellevue Ski School and all other Released Persons against all Claims, whether asserted by Parent, Student, any other member of our family or household, or any other person or entity (including any trust or estate).
 - a. Among other things, this means that if Parent, Student (or anyone acting or purporting to act for either of us) or any other member of our family or household, or any other person asserts a Claim or files a lawsuit against Bellevue Ski School or any other Released Person regarding any Claim, then we each will immediately and fully defend and indemnify the Released Person regarding that Claim (as defined above).
 - b. This means, among other things, that we will, on demand, pay the fees and costs of the lawyers the Released Person retains to defend the Released Person against any Claim (as defined above).
 - c. It also means we will also pay the sum of any judgment entered against the Released Person or any settlement paid by the Released Person regarding any Claim (as defined above).

We each understand and agree that this Waiver is legally binding and is necessary to protect Bellevue Ski School and the other Released Persons. We each have legal authority to sign this Waiver and sign it intending to be bound strictly to it. If Parent is married, Parent's obligations under this Waiver are also the obligations of Parent's marital community.

Signature of Parent/Guardian

Signature of Student

Print Name of Parent/Guardian

Print Name of Student

Date

Date