

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

I am a custodial parent or legal guardian of the minor child identified below (**My Child**). During 2022, I want My Child 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 me and my family, including My Child, to the extent permitted by law. 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”).

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

1. **Review of Waiver; Authority to Sign; Consent.** I have carefully read this Waiver. I have the authority to enter into this Waiver on my behalf, on behalf of My Child, and on behalf of anyone else who has legal rights regarding My Child. I have 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 My Child and obtained their consent to sign this Waiver.
2. **Review and Understanding of the Risks; Responsibility to Determine My Child’s fitness to participate in the Activities.**
 - a. I 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). I have also informed myself to my satisfaction regarding the risks associated with the Activities and C-19. **C-19** means COVID-19 (corona virus disease 2019), including all variants.
 - b. I have reviewed those risks with My Child.
 - c. I 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. I 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. I am 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. I will exercise my best efforts to comply with Bellevue Ski School’s C-19 Return Plan. I will review the requirements of the C-19 Return Plan with My Child and will instruct (and have instructed) My Child to comply with the requirements of the C-19 Return Plan. I will also closely monitor My Child’s health and will not allow My Child to participate in any Bellevue Ski School activity if My Child displays any C-19 symptoms or if my Child tests positive for C-19 or has been placed in quarantine by My Child’s school or school district because of C-19. I 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. I have instructed My Child 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. I have also instructed My Child to promptly cooperate with Bellevue Ski School’s chaperones and to follow their instructions when My Child is waiting to board the bus, on the bus, or otherwise participating in any Activities.
 - g. I have also instructed My Child that during Activities involving ski or snowboard classes My Child must follow the instructions of the instructor.
 - h. I have instructed My Child that while at Summit Facilities (defined below) for any Activity, My Child 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.
3. **Fitness to Participate.** Before My Child participates in any Activities, I will assess My Child’s fitness to participate in the Activity. I will permit My Child to participate in the Activities only if I believe My Child is fit enough to participate.
4. **Medical Consent.** I grant Bellevue Ski School permission to call 911 for emergency medical aid or to take My Child 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 My Child sustained an injury or otherwise requires medical treatment, I 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 My Child’s life or health. I assume all responsibility for all medical, rescue, transportation, and other expenses incurred on My Child’s behalf. I 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 My Child's behalf.

5. **Assumption of All Risks.** On behalf of myself and My Child, I assume All Risks associated with My Child's participation in the Activities, including All Risks associated with My Child or anyone else in my family or household contracting C-19. **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.** I hereby release (both on my behalf and on behalf of My Child, 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 My Child'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 Alpental, 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 the Summit.
7. **Photo Release.** Both the 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.** I covenant not to sue Bellevue Ski School or any other Released Person (whether for myself, on behalf of My Child, any member of my family or household, or any other person or entity, including any trust or estate) regarding any Claims.
9. **Obligation to Indemnify and Defend.** I will defend and indemnify Bellevue Ski School and all other Released Persons regarding all Claims. This includes my obligation to defend and indemnify Bellevue Ski School and all other Released Persons against all Claims, whether asserted by me, my Child, any other member of my family or household, or any other person or entity (including any trust or estate).
 - a. Among other things, this means that if My Child (or anyone acting or purporting to act for My Child) or any other member of my 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 I will immediately and fully defend and indemnify the Released Person regarding that Claim (as defined above).
 - b. This means, among other things, that I 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 I 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).

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

Signature of Parent/Guardian

My Child's Name

Print Name of Parent/Guardian

Date

I am the person listed above as "**My Child**." I have read (or my parent or legal guardian has reviewed with me) and I will obey the Handbook and the policies, rules, procedures, and instructions of the Bellevue Ski School (including the C-19 Return Plan). I will obey the instructions of Bellevue Ski School's chaperones.

Signature of **My Child**

Date