

ALPINE RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

("Agreement")

for Volunteers during the "Annual" Ski Season-Policy Year of Nov. 1, 2010-11

In consideration of myself participating in the snow ski related activities, and/or other activities, **offered by the Marquette Mountain Racing Team**. I represent that I understand the nature of this Activity and that I am qualified, in good health, and in proper physical condition **to participate** in such Activity. I acknowledge on behalf of myself that **if I believe event/Activity conditions are unsafe** I will immediately discontinue the Activity.

It is fully understood that this activity involves risks of serious bodily injury, including permanent disability, paralysis and/or death, which may be caused by my own actions or inactions, those of others participating in the Activity, the conditions in which the Activity takes place, or the negligence of the "releasees" named below, and there may be other risks either not known to me, or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs and damages I might incur as a result of my participation in the Activity.

I hereby release, discharge and covenant not to sue the Marquette Mountain Racing Team, its respective administrators, directors, agents, officers, volunteers, and employees, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the Activity takes place (each considered one of the "Releasees" herein), and release and discharge them from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations; and **I further agree** that if, despite this release, waiver of liability, and assumption of risk, that I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any loss, liability, damage, or cost which may incur as the result of such claim.

I have read this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT, **and understand** that I have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, **and intend it to be** a complete and unconditional release of all liability to the greatest extent allowed by law, and agree that if any portion of this agreement/release agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

(printed name of participant/volunteer)

(Address)

Signature of participant/volunteer

Date

Phone