

RELEASE OF LIABILITY

SUNRISE PARK SKI RESORT ADULT SEASON PASS HOLDERS

I UNDERSTAND AND ACCEPT THE FACT THAT PARTICIPATION IN ANY SNOW SPORTS AND ACTIVITIES INCLUDING ALPINE SKIING, SNOWBOARDING, SKI RACING, COMPETITIONS, EVEN WALKING ON SNOW (HEREINAFTER "SKIING") INVOLVES RISK OF SERIOUS INJURY, INCLUDING PERSONAL INJURY, PERMANENT DISABILITY, PARALYSIS, DEATH AND PROPERTY DAMAGE (the "RISKS"). I UNDERSTAND THAT THESE INJURIES AND DAMAGES MAY RESULT NOT ONLY FROM MY ACTIONS OR NEGLIGENCE, BUT FROM THE ACTIONS, NEGLIGENCE OR OTHER FAULT OF OTHERS, INCLUDING SUNRISE. AS A CONDITION OF BEING ALLOWED TO USE THE SUNRISE PARK SKI RESORT FACILITIES, PARKING LOT AND SURROUNDING PREMISES, **I HEREBY RELEASE, DISCHARGE AND GIVE UP MY RIGHT TO SUE THE WHITE MOUNTAIN APACHE TRIBE, THE SUNRISE PARK SKI RESORT AND THEIR AGENTS, EMPLOYEES AND INSURERS ("SUNRISE") FROM ANY AND ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES, INCLUDING PERSONAL INJURY AND DEATH TO MYSELF BECAUSE I WANT TO BE A SEASON PASS HOLDER AT THE SUNRISE PARK SKI RESORT FOR THE 2009 – 2010 SNOW SEASON.** I ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL SUCH RISKS, INJURIES AND DAMAGES WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM MY VOLUNTARY PARTICIPATION IN SKIING AND OTHER RECREATIONAL ACTIVITIES I PARTICIPATE IN AT THE SUNRISE PARK SKI RESORT. **THIS RELEASE OF LIABILITY INCLUDES NEGLIGENT ACTS OR OMISSIONS OR OTHER FAULT OF SUNRISE INCLUDING CONDITIONS ON OR ABOUT THE PREMISES AND FACILITIES, SNOW GROOMING, SNOW MAKING, SKI LIFT OPERATIONS, AND ANY OTHER FAULT OF SUNRISE. I FURTHER AGREE THAT IF, DESPITE THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, OR ANYONE ON MY BEHALF, MAKES A CLAIM AGAINST SUNRISE, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS SUNRISE FROM ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST WHICH ANY MAY INCUR AS THE RESULT OF SUCH CLAIM.** BECAUSE I UNDERSTAND THE RISKS INVOLVED IN MY PARTICIPATION IN THIS SPORT, I HAVE CAREFULLY CONSIDERED THE ADEQUACY OF MY INSURANCE AND PERSONAL FINANCIAL RESOURCES WHICH WOULD BE AVAILABLE TO PROVIDE FOR MYSELF AND ANY OTHER PERSON WHO MAY BE DEPENDENT UPON ME FOR SUPPORT.

I HAVE READ THIS RELEASE OF LIABILITY, AM SIGNING IT FREELY AND OF MY OWN ACCORD, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING 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. I INTEND THAT THIS RELEASE BE AND THIS RELEASE SHALL BE BINDING UPON MYSELF, MY SPOUSE AND FAMILY (IF ANY), MY HEIRS, MY CONSERVATORS, GUARDIANS, PERSONAL REPRESENTATIVES AND ASSIGNS.

Skiing at Sunrise Park is governed by Chapters 13 and 14, White Mountain Apache Tribe Health and Safety Code and the Tribal Judicial Code. A copy of the Code is available from the Tribal Secretary, P.O. Box 700, Whiteriver, Arizona 85941.

I UNDERSTAND THAT I AM GIVING UP MY RIGHT TO MAKE CLAIMS OR FILE LAWSUITS AGAINST SUNRISE FOR INJURIES AND OTHER DAMAGES WHICH MAY OCCUR WHILE I USE THE SKI AREA FACILITIES, THE PARKING LOT AND SURROUNDING PREMISES AT SUNRISE PARK SKI RESORT.

**THIS IS AN IMPORTANT LEGAL DOCUMENT!
DO NOT SIGN IT UNLESS YOU HAVE READ AND UNDERSTAND IT!**

Date Signed: _____

Witness Signature

Ski Pass Holder's Signature

Ski Pass Holder's Printed Name

Address

City, State Zip Code

Ski Pass Holder's Date of Birth

Driver's License Number