

**RELEASE OF LIABILITY  
SUNRISE PARK SKI RESORT  
ADULT SEASON PASS HOLDERS**

I, \_\_\_\_\_, UNDERSTAND AND ACCEPT THE FACT THAT PARTICIPATION IN ANY SKIING ACTIVITY INCLUDING ALPINE SKIING, SNOWBOARDING, SKI RACING, COMPETITION, EVEN WALKING (HEREINAFTER "SKIING") INVOLVES RISK OF SERIOUS UNJURY, INCLUDING PERSONAL INJURY, PERMANENT DISABILITY, DEATH AND PROPERTY DAMAGE. I UNDERSTAND THAT THESE INJURIES AND DAMAGES MAY RESULT NOT ONLY FROM MY ACTIONS OR NEGLIGENCE, BUT FROM THE ACTIONS, NEGLIGENCE OR 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 THE WHITE MOUNTAIN APACHE TRIBE, THE SUNRISE PARK SKI RESORT AND THEIR AGENTS, EMPLOYEES AND INSURERS ("SUNRISE") FROM ANY AND ALL LIABILITY FOR DAMAGES, INCLUDING PERSONAL INJURY AND DEATH TO MYSELF, BORN \_\_\_\_\_, BECAUSE I WANT TO BE A SEASON PASS HOLODER AT THE SUNRISE PARK SKI RESORT FOR THE 2007 – 2008 SEASON.** I ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL INJURIES AND DAMAGES OF ANY KIND WHATSOEVER WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM MY VOLUNTARY PARTICIPATION IN SKIING AND OTHER RECREATIONAL ACTIVITIES WHICH I CHOOSE TO 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 AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SUNRISE FROM AND AGAINST ANY AND ALL LIABILITIES, JUDGMENTS, SETTLEMENTS, LOSSES, COSTS OR CHARGES, INCLUDING REASONABLE ATTORNEYS' FEES, INCURRED BY SUNRISE AS A RESULT OF ANY CLAIM, DEMAND, LAWSUIT, ARBITRATION OR ANY OTHER ACTION RELATING TO ANY BODILY INJURY, DEATH, PROPERTY DAMAGE OR OTHER DAMAGE CAUSED BY, ARISING OUT OF, RELATED TO, OR ASSOCIATED WITH MY USE OF THE SUNRISE FACILITIES AND PREMISES. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS SUNRISE FOR ANY LAWSUITS OR OTHER CLAIMS FOR DAMAGES, INCLUDING PERSONAL INJURIES, WRONGFUL DEATH AND PROPERTY DAMAGE SUSTAINED BY ME AND AGREE TO PAY ANY AND ALL COSTS AND ATTORNEYS' FEES ASSOCIATED WITH DEFENDING SUCH LAWSUITS AND CLAIMS.**

I AM SIGNING THIS RELEASE FREELY AND OF MY OWN ACCORD REALIZING THAT IT IS BINDING UPON MYSELF, MY HEIRS, MY PERSONAL REPRESENTATIVES AND ASSIGNS.

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. BY SIGNING THIS RELEASE AND BY PARTICIPATING IN THIS EVENT, I SAY THAT I AM PROPERLY INSURED OR FINANCIALLY EQUIPPED TO PROVIDE FOR ANY CONTINGENCY WHICH MAY ARISE AS A RESULT OF MY PARTICIPATION IN THESE ACTIVITIES.

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.**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2007

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Ski Pass Holder's Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip