

**RELEASE OF LIABILITY
SUNRISE PARK SKI AREA
SEASON PASS HOLDERS (MINOR, UNDER AGE 18)**

I /WE 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 INJURY, INCLUDING PERSONAL INJURY, PERMANENT DISABILITY, DEATH AND PROPERTY DAMAGE. I/WE UNDERSTAND THAT THESE INJURIES AND LOSSES MAY RESULT NOT ONLY FROM MY/OUR CHILD'S ACTIONS OR NEGLIGENCE, BUT THE ACTIONS OR NEGLIGENCE OR OTHER FAULT OF OTHERS, INCLUDING SUNRISE. AS A CONDITION OF AND AS CONSIDERATION FOR MY/OUR CHILD'S BEING ALLOWED TO USE THE SUNRISE PARK SKI RESORT FACILITY, PARKING LOT AND SURROUNDING PREMISES, I/WE HEREBY RELEASE THE WHITE MOUNTAIN APACHE TRIBE, THE SUNRISE PARK SKI AREA AND THEIR AGENTS, EMPLOYEES AND INSURERS ("SUNRISE ") FROM ANY AND ALL LIABILITY AS WELL AS FROM AND AGAINST ANY LAWSUITS OR OTHER CLAIMS FOR DAMAGES INCLUDING PERSONAL INJURY AND DEATH TO MY/OUR CHILD _____, BORN _____ BECAUSE I/WE WANT MY/OUR CHILD TO BE A SEASON PASS HOLDER AT THE SUNRISE PARK SKI RESORT FOR THE 2007-2008 SEASON. I/WE ACCEPT FULL RESPONSIBILITY FOR ANY AND ALL INJURIES AND DAMAGES OF ANY KIND WHATSOEVER WHICH MAY RESULT DIRECTLY OR INDIRECTLY FROM MY/OUR CHILD'S VOLUNTARY PARTICIPATION IN SKIING AND OTHER RECREATIONAL ACTIVITIES WHICH I/WE ALLOW MY/OUR CHILD TO PARTICIPATE IN AT THE SUNRISE PARK SKI RESORT INCLUDING, BUT NOT LIMITED TO SKIING AND OTHER ACTIVITIES.

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/WE 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/OUR CHILD'S USE OF SUNRISE FACILITIES AND PREMISES. I/WE AGREE TO INDEMNIFY AND HOLD HARMLESS SUNRISE FOR ANY LAWSUITS OR OTHER CLAIMS FOR DAMAGES INCLUDING PERSONAL INJURIES AND WRONGFUL DEATH SUSTAINED BY MY/OUR CHILD AND AGREE TO PAY ANY AND ALL COSTS AND ATTORNEY'S FEES ASSOCIATED WITH DEFENDING SUCH LAWSUITS AND CLAIMS.

I/WE AM SIGNING THIS RELEASE FREELY AND OF MY/OUR OWN ACCORD, REALIZING THAT IT IS BINDING UPON ME/US, MY/OUR HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS, AND THAT I/WE AM SIGNING THIS RELEASE ON BEHALF OF A MINOR, THAT /WE HAVE FULL AUTHORITY TO DO SO, UNDERSTANDING ITS BINDING EFFECT ON THE MINOR AS WELL AS ME/US, OUR HEIRS, PERSONAL REPRESENTATIVES AND ASSIGNS.

BECAUSE I/WE UNDERSTAND THE RISKS INVOLVED IN MY/OUR CHILD'S PARTICIPATION IN THIS SPORT, I/WE HAVE CAREFULLY CONSIDERED THE ADEQUACY OF MY/OUR INSURANCE AND PERSONAL FINANCIAL RESOURCES WHICH WOULD BE AVAILABLE TO PROVIDE FOR MY/OUR CHILD AND ANY OTHER PERSON WHO MAY BE DEPENDENT UPON ME/US FOR SUPPORT. BY SIGNING THIS RELEASE AND BY PARTICIPATING IN THIS EVENT, I/WE SAY THAT I/WE AM/ARE PROPERLY INSURED OR FINANCIALLY EQUIPPED TO PROVIDE FOR ANY CONTINGENCY WHICH MAY ARISE AS A RESULT OF MY/OUR CHILD'S PARTICIPATION IN THIS ACTIVITY.

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/WE UNDERSTAND THAT I/WE ARE GIVING UP MY/OUR RIGHT TO MAKE CLAIMS OR FILE LAWSUITS AGAINST SUNRISE FOR INJURIES AND OTHER DAMAGES WHICH MAY OCCUR WHILE MY/OUR CHILD USES THE SKI AREA FACILITIES AND PREMISES AT THE SUNRISE PARK SKI AREA.

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

DATED this ____ day of _____, 2007

WITNESS

PARENT/GUARDIAN

PARENT/GUARDIAN

Address

City State Zip