Special
FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

NAME(print): _____ AGE:_____ SEX: M F

ADDRESS:_____CITY_____ST_____ ZIP_____

THIS IS A LIABILITY RELEASE - READ CAREFULLY BEFORE SIGNING:

I ACKNOWLEDGE that the supervised training, practices, unsupervised individual skiing and related activities (the "Event"), are **HAZARDOUS** activities and have many dangers and risks, including all obstacles natural or manmade, marked or unmarked and I acknowledge that I have made a voluntary choice to compete and/or participate in the Event **DESPITE THE RISKS** presented.

I REPRESENT AND WARRANT that I am at least eighteen (18) years of age, that I am a very skilled, expert and experienced skier, that I am in good health, that I do not have any special physical or health problems and that I have neither received nor made any special instructions regarding my participation and/or competition.

IN CONSIDERATION of my above acknowledgements, representations and warranties and of **TAOS SKI VALLEY, INC**., the Organizers and the Sponsors of the Event, including (hereinafter collectively "TSV") issuing a nontransferable permission to allow me to participate and/or compete in the Event, **I VOLUNTARILY AGREE TO ASSUME ALL RISKS OF INJURY, DEATH AND PROPERTY DAMAGE** which might be associated with or result from my practice, training for, participation and/or competition in the Event.

I UNDERSTAND IT IS MY SOLE RESPONSIBILITY AND I AGREE to view, evaluate and understand the venue of the Event **BEFORE** I participate and/or compete and to not participate and/or compete if the venues of the Event or adjacent areas or conditions are not to my satisfaction, and **I AGREE FURTHER** as follows:

I RELEASE FROM LIABILITY, PROMISE NOT TO SUE TSV, their employees, representatives, agents, officers, directors, owners, affiliated companies and other related entities from any claim or legal action for any damage, injury or death to me or to any person or property, arising out of or in any way connected with the Event and my practice and training for and participation and/or competition in it, whether caused by **NEGLIGENCE** of TSV or for any other reason.

I AGREE TO DEFEND AND INDEMNIFY TSV, from any claim, legal action, harm, injury, damage or loss for personal injury, death or property damage **AND TO HOLD HARMLESS TSV**, their employees, representatives, agents, officers, directors and from any claim, legal action, harm, injury damages or loss to person and/or property by me, on my behalf or by **THIRD PARTIES** injured by me, including but not limited to attorney's fees and costs.

I AUTHORIZE personnel authorized by TSV to call for medical care for me and to transport me to a medical facility or other emergency medical service personnel in Taos Ski Valley if, in the opinion of such personnel, I need medical attention. **I AGREE** that upon transporting me to such facility or personnel, all responsibility of TSV shall be totally fulfilled and TSV shall have no responsibility for me or my medical care. Further, **I AGREE** to pay all costs associated with such transportation and medical care, and I agree to indemnify and hold harmless TSV of and from any costs incurred in connection therewith, in accordance with the immediately preceding paragraph.

I CONTRACTUALLY AGREE that all disputes between me and TSV arising from the Event, including claims for personal injury, death or property damage, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO** and **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of **NEW MEXICO**.

I HAVE READ AND I UNDERSTAND the terms of the above Full and Complete Release of Liability and Indemnity Agreement and I am signing it freely and of my own accord, realizing **IT IS BINDING** upon me, my heirs, assigns. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM WAIVING MY LEGAL RIGHTS.**

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

_____ DATED: _____

COMPETITOR'S SIGNATURE