

SKYPARK

AT SANTA'S VILLAGE

909-744-9373 28950 HWY 18 POB 369 SKYFOREST, CA 92385 www.skyparksantasvillage.com

IT IS MANDATORY THAT ALL PARTICIPANTS WEAR PROPER GEAR FOR ALL ACTIVITIES INCLUDING BUT NOT LIMITED TO HELMETS, GLOVES AND EYEWEAR.

In consideration of *SkyPark Santa's Village LLC* and its employees, officers, directors, managers, affiliates and related entities, as well as vendors, sponsors and suppliers. Collectively "SKYPARK", allows Participant (Parent or Legal Guardian if the Participant is a Minor) to participate in mountain recreational activities at SKYPARK including but not limited to Hiking, Mountain Biking, Zip Lining, Climbing, Fishing or any of SKYPARK's activities.

By initials below, Participant or Parent or Legal Guardian if the participant is a Minor, acknowledges and agrees to the following:

_____ (Initial) 1. Hiking, Mountain Biking, Zip Lines, Climbing or any of SKYPARK's ongoing activities and mountain recreational activities in general have dangers and risks that no amount of care, caution, instruction or expertise can eliminate. Participant EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF DEATH, PERSONAL INJURY OR PROPERTY DAMAGE SUSTAINED WHILE PARTICIPATING IN MOUNTAIN ACTIVITIES OF ANY TYPE, INCLUDING THE RISK OF ANY NEGLIGENCE OF SKYPARK.

_____ (Initial) 2. WAIVE ALL RIGHTS UNDER CIVIL CODE SECTION AND AGREE TO FOREVER RELEASE AND NOT TO SUE SKYPARK for any death, injury or property damage caused by or resulting from any access to SKYPARK's premises or by participation in any recreational activities, INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF SKYPARK'S ALLEGED NEGLIGENCE. Participant further agrees for themselves, their heirs, assigns and representatives to IMDEMNIFY AND HOLD HARMLESS SKYPARK from any losses, claims or proceedings of any kind, which may be initiated by Participant or by other person or organization on Participant's behalf of or related to any mountain recreational activities, including but not limited to reimbursement of attorney fees incurred by SKYPARK.

_____ (Initial) 3. SURFACE CONDITIONS on roads, parking lots, walkways, stairs and any other area expose to the elements of nature, such as snow, rain, sleet, hail, ice, mud or loose gravel can cause normal DAILY ACTIVITIES, INCLUDING WALKING to become DANGEROUS. PARTICIPANT FREELY ASSUMES any and ALL SUCH RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF SKYPARK.

_____ (Initial) 4. THIS CONTRACT IS LEGALLY BINDING AND THAT YOU RELEASE LEGAL RIGHTS FOR HIMSELF/HERSELF AND HIS/HER HEIRS BY SIGNING IT. Participant represents that he/she has voluntarily entered into this agreement and has made no misrepresentations regarding Participant's name, age or any information included herein, including the ability to make decisions for minors within your party.

Participant or Parent or Legal Guardian if the participant is a Minor, has carefully read this entire release and waiver and fully understands its content. By signing below he/she is giving up potential legal rights and remedies and that such release will be complete and unconditional.

Participant or Parent or Legal Guardian if the participant is a Minor, expressly agrees the foregoing agreement is intended to be broad and inclusive as is permitted by law and if any portion or paragraph is held invalid, the balance shall continue in full force and effect.

Participant Name (Print) _____ Date _____

Participant Signature _____ Birthdate _____ Gender M F

(If applicable) Parent/Legal Guardian Name (Print) _____

Signature of Parent/Legal Guardian if the participant is a Minor _____