

Rail Jam Participant Agreement and Release of Liability

Please read carefully, this is a Release of Liability & Waiver of Legal Rights

1. I acknowledge that participation in the snowsports competition is **HAZARDOUS** and involves a great risk of physical injury or death. **I expressly assume all risk associated with participation in, or training for the competition** (the "Event") including without limitation, the risks and inherent dangers associated with skiing/snowboarding and riding the lifts. I understand that I have the opportunity to inspect any jumps, turns, gates, and other features, and the area, prior to training for or participating in the Event and I assume the risk of all course conditions.
2. In consideration of receiving permission to take part in the Event, **I agree to release Mount Kato LLC, Gillette Pepsi Companies**, and their agents, employees, directors, officers and shareholders **from any and all liability for personal injury, death or property damage** which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or my participation in the Event or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.
3. To the extent I am signing on behalf of a **minor**, I **hereby release Mount Kato LLC and Gillette Pepsi Companies from any and all liability for personal injury, death or property damage** sustained by the minor which results in any way from negligence, conditions on or about the premises and facilities, the operations, actions or omissions of employees or agents of the area, or the minor's participation in the Event or other activities at the area, accepting myself the full responsibility for any and all such damage or injury of any kind which may result.
4. I further agree to **defend, indemnify and hold harmless Mount Kato LLC and Gillette Pepsi Companies from any and all claims, demands, losses, damages and liabilities** with respect to **personal injury, death or property damage** arising from my or a **minor** on whose behalf I signed, participation in the Event or other activities at Mount Kato LLC. I promise not to sue the Mount Kato LLC or Gillette Pepsi Companies and further agree that if anyone is physically injured or property is damaged while I am engaged in this Event I will have no right to make a claim or file a lawsuit against the Mount Kato LLC or Gillette Pepsi Companies. I agree to defend and indemnify the Mount Kato LLC and Gillette Pepsi Companies for any and all claims, including subrogation and/or derivative claims brought by any third party or insurer, which I may cause.
5. In accordance with Minnesota law, nothing in this Release of Liability should be construed as releasing, discharging or waiving any claims I may have for conduct that constitutes greater than ordinary negligence on the part of Mount Kato LLC and Gillette Pepsi Companies.
6. This Release of Liability is governed by the Laws of the State of Minnesota and is intended to be interpreted as broadly as possible. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Participant's Signature

Participant's Printed Name

Date

Parent/Guardian: If the participant is a minor, I verify that I have the authority to enter into this agreement on behalf of the minor and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian's Signature

Parent/Guardian's Printed Name

Date