

**GROUP/EVENT/CAMP/SHOP: Timberline Atomic Summer Camp 2012**  
**AGREEMENT OF RELEASE AND INDEMNITY FOR 2012 SUMMER SEASON**

NAME OF PARTICIPANT: \_\_\_\_\_ AGE: \_\_\_\_\_ PHONE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

I acknowledge that snowskating, snowblading, skiing, snowboarding, racing, climbing walls, rock climbing, hiking, mountain biking, chairlifts, and the boarding and unloading process, sports event production, sports events, snowmobiles, snowcats, river rafting, and other sports activities including training for such activities (collectively referred to as "Sports Activities") are HAZARDOUS activities and that I have made a voluntary choice to participate in such Sports Activities (or to allow my child to do so) despite the risks that they present.

I ASSUME THE INHERENT RISKS OF THE SPORTS ACTIVITIES ON BEHALF OF MYSELF AND ANY CHILD ENTRUSTED TO MY CARE.

I understand that no refunds of any fees will be given after the program, event, or session begins.

I acknowledge that as a Participant in Sports Activities I have certain duties under Oregon law (ORS 30.985) which include, but are not limited to, the following:

I am the sole judge of the limits of my skills and ability to meet and overcome the inherent risks of Sports Activities and I will maintain reasonable control of speed and course.

I will abide by the directions and instructions of the ski area operator.

I will familiarize myself with the posted information on location and degree of difficulty of trails and slopes to the extent reasonably possible before using any slope or trail.

I will not cross the uphill track of any surface lift except at points clearly designated by the ski area operator.

I will not overtake any other participant except in such a manner as to avoid contact and shall grant the right-of-way to the overtaken Participant.

I will yield to other participants when entering a trail or starting downhill.

I will wear retention straps or other devices to prevent runaway equipment.

I will not board rope tows, wire rope tows, j-bars, t-bars, ski lifts or other similar devices unless or until I have sufficient ability to use the devices, and I will follow any written or verbal instructions that are given regarding the devices.

If involved in an accident, I will not depart from the ski area without leaving my name and address if reasonably possible.

If I am injured (or if my child is injured) I will give notice of the injury to the ski area operator before leaving the ski area.

I will not embark or disembark from a ski lift except at designated areas or by the authority of the ski area operator.

I agree that a violation of any of the duties set forth above entitles the ski area to withdraw my privilege of snowskating, climbing, snowblading, skiing, snowboarding, boarding or riding chairlifts or snowcats, and my right to use the equipment and facilities at the ski area.

I also agree that if I violate any of these duties, this is evidence of my fault for any injuries or damages that may result.

**IN CONSIDERATION OF PARTICIPATING IN SNOWSKATING, SNOWBLADING, SKIING, CLIMBING WALLS, SNOWBOARDING, RACE TRAINING, EVENT PRODUCTION, RACING, SPORTS EVENTS, CHAIRLIFT USE (INCLUDING LOADING AND UNLOADING), HIKING, MOUNTAIN BIKING, RIVER RAFTING, AND/OR SNOWMOBILE OR SNOWCAT TRANSPORTATION, I AGREE TO RELEASE FROM LIABILITY AND TO INDEMNIFY AND HOLD HARMLESS THE ORGANIZERS AND SPONSORS OF THE SPORTS ACTIVITIES, AND R. L. K. AND COMPANY DBA TIMBERLINE SKI AREA, AND ITS OFFICERS AND DIRECTORS, OWNERS, EMPLOYEES, VOLUNTEERS, AGENTS, LANDOWNERS, AFFILIATED COMPANIES AND EMPLOYEES FROM ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING COSTS AND ATTORNEY FEES), ARISING OUT OF OR IN ANY WAY CONNECTED WITH MY PREPARATION OR PRACTICE FOR, OR MY PARTICIPATION IN, SPORTS ACTIVITIES ON THE SKI AREA OR MADE AVAILABLE THROUGH THE SKI AREA OR ITS AGENTS, OR ANY OTHER USE OF THE FACILITIES OR EQUIPMENT OF TIMBERLINE SKI AREA. THIS RELEASE AND INDEMNITY AGREEMENT IS INTENDED TO RELEASE CLAIMS AND LIABILITIES CAUSED BY THE NEGLIGENCE OF TIMBERLINE SKI AREA AND/OR THE ORGANIZERS AND SPONSORS OF ANY RELATED SPORTS ACTIVITIES OR EVENTS.**

In the event of any claims or litigation arising out of or in connection with participation in any activity at or near Timberline Ski Area, the venue for legal proceeding shall be Clackamas County, Oregon. If any term is declared to be invalid hereunder, the remaining terms of this Agreement shall continue to be enforceable. This Agreement is governed by Oregon law. I, the undersigned, have carefully read and understood this Agreement and all of its terms. I understand that this is a RELEASE AND INDEMNITY AGREEMENT which may prevent me or my estate from recovering damages in the event of injury or death. I, nevertheless, enter into this Agreement freely and voluntarily and agree that it will be binding upon me, my heirs, assigns, and my legal representatives.

PARTICIPANT'S SIGNATURE: \_\_\_\_\_

PARENT OR GUARDIAN OF PARTICIPANT (must be signed by parent or legal guardian if Participant is under eighteen (18) years of age).

AS PARENT OR GUARDIAN OF THE NAMED PARTICIPANT, I HEREBY AGREE TO THE RELEASE, INDEMNITY, AND HOLD HARMLESS PROVISIONS REFERRED TO ABOVE AND I WILL BE RESPONSIBLE FOR THE PAYMENT OF ANY MEDICAL EXPENSES INCURRED BY THIS MINOR.

PARENT OR GUARDIAN NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

(please print)

PARENT OR GUARDIAN SIGNATURE: \_\_\_\_\_

**2012 TIMBERLINE SUMMER CAMP**  
**MEDICAL AUTHORIZATION, RELEASE AND INDEMNITY AGREEMENT**

The undersigned Participant, and the parent or guardian if the Participant is less than 18 years of age, hereby authorizes R.L.K. and Company, it's officers, directors, employees, agents, successors, and assigns ("Timberline") to make necessary arrangements for emergency medical treatment, including on-site first aid, emergency transportation, and the selection of the medical facility and medical personnel to provide emergency medical assistance, in the event of an accident or injury to the Participant arising out of or in connection with the Timberline Summer Camp.

I, \_\_\_\_\_ the Participant, and the parent or legal guardian signing below agree to be responsible for any costs and charges incurred in connection with the emergency services described above. I/WE HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS TIMBERLINE AND THE UNITED STATES FOREST SERVICE FROM ANY AND ALL CLAIMS AND LIABILITIES (INCLUDING COSTS AND ATTORNEYS' FEES) ARISING OUT OF OR CONNECTION WITH PARTICIPATION IN THIS TIMBERLINE PROGRAM AND/OR USE OF ANY EQUIPMENT, FACILITIES, OR SERVICES AT TIMBERLINE (OR MADE AVAILABLE THROUGH TIMERLINE OR ITS AGENTS OUTSIDE OF THE SKI AREA) BY THE PARTICIPANT. THIS RELEASE AND INDEMNITY AGREEMENT INCLUDES CLAIMS BASED UPON NEGLIGENCE BY TIMBERLINE.

In the event of any claims or litigation arising out of or in connection with participation in any activity at Timberline, the venue for any legal proceeding shall be Clackamas County, Oregon. If any part of this Agreement is declared to be unenforceable, then the remaining terms shall continue to be valid.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Parent/Guardian (If Participant is under 18)

\_\_\_\_\_  
Signature of Parent/Guardian

Please describe any allergies, medications, or any special conditions relating to the Participant:

\_\_\_\_\_  
\_\_\_\_\_

Medical Insurance Co. \_\_\_\_\_

Policy # \_\_\_\_\_

Insurance company phone number \_\_\_\_\_ If possible please provide a copy of the medical card and policy holders date of birth. Please send photo ID with participant in case of emergency.

In the event of an emergency, please contact the following:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Telephone Home                      Work

\_\_\_\_\_  
Telephone Home                      Work

