

**Polarpalooza Tubing Race
Event 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, event, or camp 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, event, or camp,** (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 [Detroit Mountain Recreation Area, Inc.], and its agents, employees, directors, officers and shareholders (collectively referred to as “DMRA, Inc.”) 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. This release applies to all claims resulting from anything that happens after the execution of this agreement.
3. To the extent I am signing on behalf of a minor, I hereby release [Detroit Mountain Recreation Area] from any and all liability for personal injury, death or property damage sustained by said 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 [Detroit Mountain Recreation Area] from any and all claims, demands, losses, damages and liabilities, contribution or otherwise with respect to personal injury, death or property damage arising from my or a minor’s on whose behalf I signed, participation in the Event or other activities at [Detroit Mountain Recreation Area]. I promise not to sue the [Detroit Mountain Recreation Area] 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 [Detroit Mountain Recreation Area]. I agree to defend and indemnify the [Detroit Mountain Recreation Area] 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 [Detroit Mountain Recreation Area], or its owners, officers, shareholders, agents or employees.
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 1 Signature	Participant’s Printed Name	Date
_____	_____	_____
Participant 2 Signature	Participant’s Printed Name	Date
_____	_____	_____
Participant 3 Signature	Participant’s Printed Name	Date
_____	_____	_____
Participant 4 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.

_____	_____	_____
#1 Parent/Guardian’s Signature	Parent/Guardian’s Printed Name	Date
_____	_____	_____
#2 Parent/Guardian’s Signature	Parent/Guardian’s Printed Name	Date
_____	_____	_____
#3 Parent/Guardian’s Signature	Parent/Guardian’s Printed Name	Date
_____	_____	_____
#4 Parent/Guardian’s Signature	Parent/Guardian’s Printed Name	Date