

RELEASE AND INDEMNIFICATION AGREEMENT

I, the undersigned, in consideration of being allowed to participate as a member in Cheyenne Ski Club, its trips, events and activities, of any type or kind, and other good and valuable consideration, on behalf of myself, my heirs, executors, administrators, guardians, and all others, do hereby fully and forever release and discharge the Cheyenne Ski Club, its officers, directors, and members, of and from, any and all claims, demands, causes of action, damages, injuries, costs, expenses, and any and all other claims of damage whatsoever, both in law and in equity, on account of, arising out of, or in any way resulting from personal injuries, pain and suffering, death, property loss or damage arising out of or related to, Cheyenne Ski Club trips, events and activities of any type or kind. This agreement applies to claims or causes of action including but not limited to negligence, strict liability, warranty (whether express or implied), and gross negligence, but does not apply to willful and wanton misconduct.

I understand and appreciate the risks and hazards of skiing as well as transportation to and from skiing and associated activities and events, as well as the possibility of personal injury, death, property damage or loss.

I hereby expressly state, agree and contract to indemnify and hold harmless the Cheyenne Ski Club and those persons referred to above, of and from any and all actions, causes of actions, claims, demands, or damages whatsoever, or whenever arising, asserted by myself, on my behalf, or by my estate or any other person.

I do further expressly state, agree and contract that if I am under 18 years of age, I sign this RELEASE AND INDEMNIFICATION AGREEMENT as my own free act and further, that the signature of one of my parents, as natural and legal guardians and next friend appears hereon and this agreement shall be binding on myself and the above-referenced persons. AS UNDERSIGNED PARENT OF A MINOR CHILD/MEMBER, AND AS NATURAL AND LEGAL GUARDIAN AND NEXT FRIEND, I EXPRESSLY STATE, AGREE AND CONTRACT TO BE BOUND BY THE TERMS, CONDITIONS AND PROMISES OF THE RELEASE AND INDEMNIFICATION AGREEMENT AND DO RELEASE, HOLD HARMLESS AND WILL INDEMNIFY THE ABOVE-RELEASED CHEYENNE SKI CLUB AND THE ABOVE-REFERENCED PERSONS ACCORDING TO ALL TERMS OF THIS AGREEMENT.

FURTHERMORE, AS UNDERSIGNED PARENT OF A MINOR CHILD/MEMBER, AND AS NATURAL AND LEGAL GUARDIAN AND NEXT FRIEND, I UNDERSTAND THAT I WILL BE WHOLLY RESPONSIBLE FOR THE MINOR'S CONDUCT AND WELL BEING. I UNDERSTAND THAT NO MEMBER UNDER 21 YEARS OF AGE IS PERMITTED TO CONSUME ALCOHOL AT CLUB FUNCTIONS REGARDLESS OF WHETHER ALCOHOL CONSUMPTION BY MEMBERS 21 YEARS OF AGE OR OLDER IS PERMITTED. I UNDERSTAND THAT IT IS CLUB POLICY THAT THE CLUB, ITS OFFICERS, TRIP LEADERS AND MEMBERS SHALL NOT PARTICIPATE IN NOR PROMOTE ANY ACTIVITY THAT WOULD FACILITATE, EXCUSE, ALLOW, ENCOURAGE OR PROVIDE ALCOHOL TO MINORS. I UNDERSTAND THAT THE CLUB HAS ADOPTED A ZERO-TOLERANCE POLICY REGARDING ALCOHOL CONSUMPTION BY MINORS AND THAT VIOLATION OF THIS POLICY WILL RESULT IN REVOCATION OF MEMBERSHIP IN THE CLUB.

IN THE EVENT I AM SIGNING THIS FORM AS AN ADULT OVER 18 YEARS OF AGE BUT UNDER 21 YEARS OF AGE, I UNDERSTAND THAT NO MEMBER UNDER 21 YEARS OF AGE IS PERMITTED TO CONSUME ALCOHOL AT CLUB FUNCTIONS REGARDLESS OF WHETHER ALCOHOL CONSUMPTION BY MEMBERS 21 YEARS OF AGE OR OLDER IS PERMITTED. I UNDERSTAND THAT IT IS CLUB POLICY THAT THE CLUB, ITS OFFICERS, TRIP LEADERS AND MEMBERS SHALL NOT PARTICIPATE IN NOR PROMOTE ANY ACTIVITY THAT WOULD FACILITATE, EXCUSE, ALLOW, ENCOURAGE OR PROVIDE ALCOHOL TO MINORS. I UNDERSTAND THAT THE CLUB HAS ADOPTED A ZERO-TOLERANCE POLICY REGARDING ALCOHOL CONSUMPTION BY MINORS AND THAT VIOLATION OF THIS POLICY WILL RESULT IN REVOCATION OF MEMBERSHIP IN THE CLUB. I UNDERSTAND I AM RESPONSIBLE FOR MY OWN CONDUCT IN CONFORMING TO ALL CLUB POLICIES AND RULES.

The Cheyenne Ski Club, its officers, directors and members shall not be liable for any failure or delay in performance of any club or club-related activity to the extent said failures or delays are caused by causes beyond that party's control including, without limitation, failure of suppliers, subcontractors, carriers, or other parties to substantially meet its performance obligations, Acts of God, Government restrictions, wars, insurrections, fire, flood, riot, strikes, labor disputes, weather-related closures and cancellations and/or any other cause.

The terms of this RELEASE AND INDEMNIFICATION AGREEMENT are contractual and not a mere recital and contain the entire agreement between the parties hereto. This RELEASE AND INDEMNIFICATION AGREEMENT IS governed by the laws of the State of Wyoming.

I acknowledge receipt of a copy of this RELEASE AND INDEMNIFICATION AGREEMENT and of the Refund Policy

REFUND POLICY

The Board of Directors of the Cheyenne Ski Club adopted a refund policy for Club trips. The basic philosophy underlying this policy is that the Club routinely has to commit considerable amounts of money significantly in advance of our trips, as deposits and to allow us to get our members favorable accommodation rates, based on preliminary sign-ups. For these reasons, we're sometimes unable to return money members have given us.

Reservations for each club trip are on a first-come, first-served basis. To help the club in evaluating the feasibility of conducting a trip and securing accommodations, and to assist the member in securing transportation and lodging on that trip, the member is required to make a deposit with the trip captain.

A deposit will apply toward the full price of the trip selected by the member. The price of the trip will vary with the level of accommodations chosen and inclusion or exclusion of lift tickets.

The amount of the deposit will be specified by the trip captain, and will be the same for all levels of accommodations.

If payment is made in full, that portion of the full payment equal to the deposit will be construed as a deposit under this policy.

REFUND OF ALL MONEY:

1. Cancellation of the trip by the Club.
2. The member's reserved place can be filled by another member from the waiting list, and the trip is otherwise filled.
3. The member is on the waiting list and space is not available for him on the trip.
4. Refunds for any other reason will be considered by the Board, upon written request from the member.

For circumstances not covered above, the decision to refund or not should be based on the answer to the following question:

Will a refund to the member cause the Club to lose money which it has already committed to third parties?

Rev 9/28/05