



**MINOR**

**FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT  
BETWEEN TAOS SKI VALLEY, INC. AND ITS PASSHOLDERS – MINOR  
(SOMETIMES REFERRED TO AS “TSV RELEASE”)**

In exchange for and in consideration of Taos Ski Valley, Inc., herein “TSV”, issuing a nontransferable pass to my Child and making the ski area available to my Child for participation in skiing, and recognizing that I and my Child may decline its pass and services and choose not to ski or to ski elsewhere, I, as an adult for myself, and as a parent or guardian **FOR AND ON BEHALF OF MY CHILD, ON MY OWN BEHALF AND ON BEHALF OF ANY OTHER PARENT OR GUARDIAN OF MY CHILD (herein sometimes collectively “P”)**, I HEREBY REPRESENT TO AND CONTRACT AND AGREE WITH TSV FREELY, FULLY AND WITHOUT RESERVATION:

**I UNDERSTAND, ACKNOWLEDGE AND AGREE** that skiing and related activities are **EXTREMELY HAZARDOUS** activities because of many reasons, including: (i) natural and manmade obstacles, (ii) stumps, forest growth and debris and rocks, (iii) lift towers and other hazards and (iv) other skiers on the mountain. Falls and collisions with obstacles and other skiers do occur. Trail conditions, including bare spots, bumps, moguls, vary constantly because of snow, ice and terrain, weather changes and skier use.

I have made a **VOLUNTARY CHOICE** to ski and participate in related activities **DESPITE THE EXTREME RISKS** that they present, and I agree to **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** which might be associated with or result from my and my child’s participation in skiing and related activities at TSV. **I UNDERSTAND and AGREE** that I am responsible for obtaining life, accident and health **INSURANCE BEFORE** my Child participates in the sport of skiing.

**I ACKNOWLEDGE, UNDERSTAND AND AGREE TO COMPLY WITH AND BE BOUND BY** all federal, state, county, municipal and other applicable statutes, laws, ordinances, rules and regulations, including sections 9, 10, 12 and 13 of the New Mexico Ski Safety Act, 36 Code of Federal Regulations § 261, the Skier Responsibility Ordinances of Taos County and the Village of Taos Ski Valley, the “Your Skier Responsibility Code” published on the Taos Trail Map & Skier’s Guide and the TSV Passholder Rules (referred to as “TSV Rules”).

**I RELEASE FROM LIABILITY AND PROMISE NOT TO SUE TSV AND AGREE TO INDEMNIFY AND HOLD IT HARMLESS** from any claim or legal action against it or its representatives, agents, officers, directors and employees and for any damages, attorney’s fees and costs that may be awarded because of injury or death to me or to any person or property, whether caused by the **NEGLIGENCE** of TSV or for any other reason.

**I AGREE TO INDEMNIFY AND DEFEND TSV AND HOLD IT HARMLESS** from any claim or legal action against it or its representatives, agents, officers, directors and employees, and for any damages, attorney’s fees and costs that may be awarded because of injury or death to persons or property, made on behalf of myself or my Child even **AFTER** my Child has attained **MAJORITY** or from **THIRD PARTIES** injured by me.

**I CONTRACTUALLY AGREE** that any and all disputes between me or my Child and TSV arising from participation in the sport of skiing, and including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW MEXICO** and the **EXCLUSIVE JURISDICTION** thereof will be in the state or federal courts of the **STATE OF NEW MEXICO**.

**I HAVE READ AND I UNDERSTAND** the terms of the above Full and Complete Release of Liability and Indemnity Agreement and I am signing it freely and of my own accord, realizing **IT IS BINDING** upon me, my heirs, assigns and, in the event I am signing it on behalf of **A MINOR**, that I have **FULL AUTHORITY TO DO SO REALIZING ITS BINDING EFFECT ON MY CHILD, ME AND ANY OTHER PARENT OR GUARDIAN OF MY CHILD. I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT BY SIGNING BELOW I AM WAIVING MY LEGAL RIGHTS AS WELL AS THOSE OF ANY MINOR FOR WHOM I AM SIGNING. I AM AWARE THAT BY SIGNING THIS CONTRACT I AM RELEASING LEGAL RIGHTS OF MINE, MY CHILD AND ANY OTHER PARENT OR GUARDIAN OF MY CHILD. THIS IS A LIABILITY RELEASE READ CAREFULLY BEFORE SIGNING.**

**PRINT MINOR’S NAME** \_\_\_\_\_

As Passholder is under eighteen years of age, I hereby represent to TSV: I am at least 18 years of age; I am a parent and/or guardian of my Child, I have authority to enter into this Contract for and on behalf of my Child, on my own behalf and on behalf of any other parent or guardian of my Child.:

**PRINT PARENT OR GUARDIAN NAME** \_\_\_\_\_

**SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**MINOR**  
**2010-2011 SEASON TSV PASSHOLDER RULES**  
**Millennium/Full Pass/Teen/Child/College Pass/Taos Card – Minor**  
**(sometimes referred to as “TSV Rules”)**

1. I acknowledge, understand and agree that the “2010-2011 season” means the ski season officially published and/or revised by TSV, including opening, operating or closing dates and any extensions, if any, that TSV does not guarantee opening, operating or closing dates and that all of the provisions of these Rules are valid, effective and enforceable throughout the 2010-2011 season.
2. I acknowledge, understand and agree that: (i) the sport of skiing (hereinafter simply “skiing”) is an **EXTREMELY HAZARDOUS ACTIVITY** which may result in injury or death **to my Child**, (ii) these Rules are part of the **Full and Complete Release and Indemnity Agreement** I have signed, and are intended to reduce some of those hazards for the safety and enjoyment of my Child and all persons issued, purchasing, accepting or using a daily, special, season or other ticket or pass (collectively a "pass"), (iii) it is my and my Child’s individual responsibility to comply with these Rules, and (iv) TSV will make reasonable efforts to enforce these Rules, but it makes no representation that it will be able to apprehend or cite or have cited every person who violates them.
3. My Child and I acknowledge, understand and agree to comply with and be bound by all federal, state, county, municipal and other applicable statutes, laws, ordinances, rules and regulations, including sections 9, 10, 12 and 13 of the New Mexico Ski Safety Act, 36 Code of Federal Regulations § 261, the Skier Responsibility Ordinances of Taos County and the Village of Taos Ski Valley and the “Your Skier Responsibility Code” published on the Taos Trail Map & Skier’s Guide.
4. My Child and I agree to:
  - a) Ski carefully and safely at all times considering conditions and crowds, and I shall not (i) ski carelessly, recklessly or dangerously at any time, including but not limited to, fast skiing in "slow zones", near ski school classes or on catwalks, (ii) collide with objects or other skiers, (iii) ski in a manner that endangers other skiers or myself, (vi) ski on any part of the ski area at any time before or after the ski season or before or after operating hours during the ski season;
  - b) Learn and know each day I ski and on a current basis what parts of the ski area are “closed areas” and not ski in such areas;
  - c) Be polite and courteous with other skiers and TSV staff, and shall not abuse anyone, either verbally or physically, including by the use of foul or abusive language or behavior, and I shall respect, and not abuse, misuse or damage, TSV property; I will not “crash” or “cut” lift lines;
  - d) Show my pass and have it scanned each day I use it to ski for any amount of time; keep it visible and show it to TSV staff upon request;
  - e) Be familiar with and observe all signs and directions of TSV staff when utilizing any TSV facilities, including lifts, trails and slopes and parking facilities;
  - f) Be responsible for the safety and use of my pass and notify the TSV Pass Office immediately of its loss or theft, and I shall not transfer, loan, sell or assign it or attempt, directly or indirectly, to do so for the temporary or permanent use of another person. If this pass is forfeited or confiscated because of misuse or its use by anyone other than the undersigned passholder, a replacement charge of \$50 shall be paid in full prior to replacement or reissue of any other TSV pass product.
5. These Rules shall be binding upon my Child, who shall be deemed to have been instructed by me regarding them. Any violation of these Rules, including a single violation, without any prior warning or progressive discipline, may result in the immediate, absolute forfeiture of my Child’s pass, without recourse or refund, and loss of all other ski privileges for twelve months after such violation.
6. Every pass is subject to the provisions of these Rules, is and remains the property of TSV and shall be surrendered to TSV upon demand. In no event is TSV responsible for any loss which may result from the enforcement of these Rules.
7. **The price of this pass is NON-REFUNDABLE**; in the event of loss or theft, **a pass may be reissued at a cost of \$50.00**. A replacement daily ticket for a forgotten pass may be issued without charge only twice during the ski season. Thereafter, the cost of a replacement ticket will be the cost of a daily ticket on that date. Taos Ski Valley reserves the right, in its sole discretion, to require an updated photograph and to reissue the pass at any time.
8. A Millennium Pass is valid to ski for a maximum of 70 days (a “day” means to ski for any amount of time on a day, all day or any part of a day) during the 2010-2011 season, **but is not valid December 27-31, 2010**. A Millennium Pass expires **at the end of 2010-2011 season or** after the above stated maximum use, whichever occurs first.
9. Child, Teen and College Passes may be used to ski on any open day; they expire **at the end of 2010-2011 season** but are not valid December 27-31, 2010.
10. A Full Pass may be used to ski on any open day; it expires **at the end of 2010-2011 season**.