

Last Name _____

**RESORT ACTIVITY, SKI SCHOOL & EQUIPMENT RENTAL
WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNITY AGREEMENT**

THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is participating in the Activity (defined below) is referred to as "Participant." I am either the Participant or, if the Participant is under 18, I am the Participant's parent or legal guardian. I understand that participating in ski and ride school, skiing, snowboarding, racing, ski simulation, training, snowshoeing, cross-country skiing, snow biking, tubing, ice skating, pond skimming, sledding, zip lining, using the ropes/challenge courses, trampoline or climbing wall, resort tours, other winter recreation, using freestyle or terrain park features, renting equipment and using the ski area facilities, including the lifts, for any purpose (the "Activity"), can be **HAZARDOUS AND INVOLVE THE RISK OF PHYSICAL INJURY AND/OR DEATH.**
2. I understand the dangers and risks of the Activity and that the Participant, as a "skier" (as may be defined by statute or other applicable law), **ASSUMES ALL INHERENT DANGERS AND RISKS of the Activity.**
3. I expressly acknowledge and assume all additional risks and dangers that may result in property damage, physical injury and/or death **above and beyond** the inherent dangers and risks of the Activity, **including but not limited to:** Falling; free skiing; following the direction of an instructor or guide; avalanches; cornices; suffocation; crevasses; equipment malfunction, failure or damage; improper use or maintenance of equipment; icy, slick or uneven surfaces; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks; holes; debris; marked and unmarked obstacles; drainage channels; varying visibility; unmaintained or unmarked trails/roads; trail obstructions; the negligence of Participant, Ski Area employees, an instructor (including selection of terrain that exceeds Participant's ability), or others; Participant's failure to comply with signage; collisions with natural or man-made objects or other people; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Participant's health condition; physical exertion; exhaustion; dehydration; hypothermia; altitude sickness; frostbite; and/or mental distress from exposure to any of the above. **I UNDERSTAND THAT THE DESCRIPTION OF THE RISKS IN THIS AGREEMENT IS NOT COMPLETE AND VOLUNTARILY CHOOSE FOR PARTICIPANT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED HERE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**
4. Participant assumes the responsibility of maintaining control at all times while engaging in the Activity and for reading, understanding and complying with all signage, including instructions on the use of lifts. Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. I understand that a minor Participant may use the ski lifts without an adult present, that snowmobiles, snowmaking equipment, and snow-grooming equipment may be encountered at any time, and that falls, collisions, and injuries occur and are common.
5. If Participant rents equipment, I agree to accept for use the equipment rented "AS IS", accept responsibility for the care of the equipment during the rental period, and agree to be responsible for the replacement at full value of any equipment not returned or returned in a damaged condition. I represent that no misrepresentations have been made in regards to the height, weight, age and/or ability level of the Participant and represent that Participant will be the only person using the equipment. **I UNDERSTAND THAT THE BINDING SYSTEM CANNOT GUARANTEE THE USER'S SAFETY.** The binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. I further understand that the downhill ski binding system **DOES NOT REDUCE THE RISK OF ANY TYPE OF INJURY TO PARTICIPANT.** I understand that in snowboarding, cross-country skiing, snowshoeing and other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use. I agree to assume and accept any and all known and unknown risks of injury to Participant while using this equipment.
6. Additionally, in consideration for allowing the Participant to participate in the Activity, **I AGREE TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND NOT TO SUE** Cherry Peak Resort, LLC and all affiliated companies and subsidiaries, including the resort owner or operator, activity operator, the equipment manufacturer, and all their respective insurance companies, successors in interest, commercial & corporate sponsors, affiliates, agents, employees, representatives, assignees, officers, directors, and shareholders (each a "Released Party") **FOR ANY PROPERTY DAMAGE, INJURY OR LOSS TO PARTICIPANT, INCLUDING DEATH, WHICH PARTICIPANT MAY SUFFER, ARISING IN WHOLE OR IN PART OUT OF PARTICIPANT'S PARTICIPATION IN THE ACTIVITY, INCLUDING, BUT NOT LIMITED TO, THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY.**
7. I represent that Participant is in good health and that there are no special problems associated with Participant's physical or mental condition. I authorize a licensed physician or other medical care provider to carry out any emergency medical care for Participant which may be necessary and agree to be fully responsible for any costs associated with such care or transport to such care.
8. I grant the Released Parties the right of publicity to own and use any image collected of Participant while participating in the Activity.
9. I agree that any and all claims for loss, injury and/or death arising from the Participant's participation in the Activity shall be governed by the law of the state where the alleged incident occurred and that exclusive jurisdiction of any such claim shall be the state or federal court in the state where the alleged incident occurred.
10. **BY SIGNING ON BEHALF OF A MINOR (OR OTHER PARTICIPANT), I REPRESENT THAT I AM THE LEGAL PARENT OR GUARDIAN OF THE PARTICIPANT** and acknowledge that the Participant is bound by all the terms of this Agreement. I understand that the minor Participant would not be permitted to take part in any of the Activities unless I agree to the terms of this Agreement. By signing this Agreement without a parent or legal guardian's signature, I represent, under penalty of fraud, that I am at least 18 years old.
11. **I AGREE TO INDEMNIFY THE RELEASED PARTIES FOR ALL LIABILITY AND CLAIMS, INCLUDING ATTORNEYS' FEES, ARISING FROM ANY MISREPRESENTATIONS OR FRAUDULENT EXECUTION OF THIS AGREEMENT.**
12. I understand that this Agreement will apply for each and every day participant engages in any activity during the applicable operating season. I understand that this Agreement is a contract and, to the fullest extent permitted by law, shall be binding on me and my assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties.

MINOR PARTICIPANT (UNDER 18) INFORMATION

* Requires signature of Parent or Legal Guardian in the Section Below

Protective Helmets: The use of helmets is strongly recommended. Children age 12 and under should wear a winter sport protective helmet while participating in ski and ride school. In addition, children over the age of 12 who participate in designated children's classes or programs should wear a helmet. While helmets may reduce or mitigate the severity of some head injuries, their use does not guarantee safety and will not prevent certain injuries. Rental helmets are available in our rental shop for your convenience.

MINOR PARTICIPANT #1 – Last Name, First Name, M.I. (please print)	DATE OF BIRTH (MM-DD-YYYY)
MINOR PARTICIPANT #2 – Last Name, First Name, M.I. (please print)	DATE OF BIRTH (MM-DD-YYYY)
MINOR PARTICIPANT #3 – Last Name, First Name, M.I. (please print)	DATE OF BIRTH (MM-DD-YYYY)

ADULT PARTICIPANT AND SIGNATURE OF PARENT / LEGAL GUARDIAN

I HAVE READ THE FOREGOING AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR MY CHILD OTHERWISE MAY HAVE.

X

ADULT PARTICIPANT / PARENT OR GUARDIAN (LAST NAME, FIRST NAME, M.I.)	SIGNATURE	DATE OF BIRTH (MM-DD-YYYY)
ADDRESS – Street Address/Mailing Address (please print)	City, State, Zip Code	() _____ Contact Phone #
EMERGENCY CONTACT	RELATION	() _____ PHONE NUMBER
TODAY'S DATE _____		

E-MAIL ADDRESS (Give us your email address to receive snow alerts, resort news, exclusive offers & more.) _____