



MONTAGE MOUNTAIN RESORTS

RACING, COMPETITION, TRAINING, SNOWTUBING, TERRAIN PARK

ACTIVITY RELEASE AND AGREEMENT NOT TO SUE

READ AND SIGN BELOW

IN CONSIDERATION OF BEING ALLOWED TO USE MONTAGE MOUNTAIN RESORTS SKI AREA FACILITIES AND PARTICIPATE IN THE ROCK 107 CARDBOARD BOX DERBY (THE "EVENT"), I AGREE THAT I WILL NOT SUE MONTAGE MOUNTAIN RESORTS, L.P., MONTAGE MOUNTAIN MANAGEMENT, LLC, ADMIRAL MANAGEMENT SERVICES, LLC, SLOCUM HALLOW BAR & RESTAURANT (COLLECTIVELY "MMR"), ROCK 107, TIMES SHAMROCK, INC., ANY OF THE FOREGOING PARTIES' OWNERS AND OPERATORS, AND EACH OF THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, AGENTS, SERVANTS, AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY WITH MMR AS "RELEASED PARTIES") AND WILL RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY IF I AM EVER INJURED OR ANY MEMBER OF MY FAMILY IS OR EVER WAS INJURED DURING THE EVENT OR WHILE USING ANY OF MMR'S FACILITIES OR WHILE PRESENT ON MMR'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF ANY OF THE RELEASED PARTIES. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF ANY OF THE RELEASED PARTIES. AS USED IN THIS RELEASE AND AGREEMENT NOT TO SUE, THE TERM "INJURED" AND "INJURY" REFER TO ANY TYPE OF INJURY OR DAMAGE, INCLUDING WITHOUT LIMITATION ACCIDENT, PROPERTY DAMAGE, AND DEATH. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT EXTENDS TO MY PRESENCE AT MMR PURSUANT TO ALL COMPLIMENTARY, PURCHASED, TRADES, EMPLOYEE DISCOUNTED AND VOLUNTEER DISCOUNTED TICKETS OR PASSES I HAVE OR MAY OBTAIN.

I UNDERSTAND THAT PARTICIPATION IN THE EVENT IS ENTIRELY VOLUNTARY AND AT MY OWN RISK. I REPRESENT THAT I AM IN GOOD HEALTH AND DO NOT HAVE ANY PRE-EXISTING CONDITION OR INJURY THAT COULD PREVENT ME FROM SAFELY PARTICIPATING IN THE EVENT. I AGREE TO COMPLY WITH ALL APPLICABLE RULES OF THE EVENT AND TO PLAY FAIRLY & WITH GOOD SPORTSMANSHIP. I AGREE NOT TO RIDE ON ANY UPPER LEVEL OF MY SLED, AND UNDERSTAND THAT SLED PASSENGERS ARE ONLY PERMITTED TO RIDE ON THE GROUND LEVEL OF ANY SLED AT THIS EVENT.

I UNDERSTAND THAT THIS RELEASE AND INDEMNIFICATION INCLUDES, WITHOUT LIMITATION, ANY CLAIMS RELATING TO INJURY OR CONDITION, WHETHER OR NOT PRE-EXISTING, THAT MAY BE CAUSED OR AGGRAVATED BY MY PARTICIPATION IN THE EVENT, AS WELL AS ANY CLAIMS ARISING FROM INJURIES OR CONDITION SUSTAINED OR AGGRAVATED BY MY REFUSAL TO ACCEPT MEDICAL TREATMENT FOR ANY REASON. I HEREBY AUTHORIZE THE RELEASED PARTIES TO ACT ON MY BEHALF IN CONSENTING TO EMERGENCY MEDICAL EXAMINATION AND TREATMENT. IN CASE OF AN EMERGENCY, I HEREBY AUTHORIZE TREATMENT AND CARE OF MYSELF AT OR BY ANY HOSPITAL OR EMERGENCY MEDICAL UNIT. NOTWITHSTANDING THE FOREGOING, IF I SUE ANY OF THE RELEASED PARTIES, I AGREE THAT I WILL ONLY SUE THEM, WHETHER IT BE ON MY OWN BEHALF OR ON BEHALF OF A FAMILY MEMBER, IN THE COURT COMMON PLEAS OF LAKEWATNA COUNTY OR IN THE UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA AND FURTHER AGREE THAT ANY AND ALL DISPUTES WHICH MIGHT ARISE BETWEEN ANY OF THE RELEASED PARTIES AND MYSELF SHALL BE LITIGATED EXCLUSIVELY IN ONE OF SAID COURTS. I UNDERSTAND AND AGREE THAT THIS AGREEMENT IS GOVERNED BY THE LAWS OF PENNSYLVANIA. I FURTHER AGREE THAT IF ANY PART OF THIS AGREEMENT IS DETERMINED TO BE UNENFORCEABLE, ALL OTHER PARTS SHALL BE GIVEN FULL FORCE AND EFFECT.

ACKNOWLEDGEMENT OF RISK

I UNDERSTAND THAT THERE ARE INHERENT AND OTHER RISKS IN THE SPORTS OF SKIING, SNOWBOARDING, AND OTHER SNOW SLIDING ACTIVITIES INCLUDING SLEDDING AND PARTICIPATION IN THE EVENT (HEREIN REFERRED TO COLLECTIVELY AS "SKIING" AND PARTICIPANTS IN SKIING REFERRED TO AS "SKIERS"), INCLUDING THE USE OF LIFTS. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO, VARIATIONS IN SNOW, STEEPNESS AND TRAIL SIDE DROP-OFFS, ICE AND ICY CONDITIONS, MOGULS, ROCKS, TREES, AND OTHER FORMS OF FOREST GROWTH OR DEBRIS (ABOVE OR BELOW THE SURFACE), BARE SPOTS, LIFT TOWERS, UTILITY LINES, POLES AND GUY WIRES, SNOWMAKING EQUIPMENT AND COMPONENT PARTS, TRAIL FENCES AND CONTROL NETS, AND THE ABSENCE OF SUCH FENCE AND NETS, TERRAIN PARK FEATURES AND ELEMENTS (SUCH AS HALFPIPE, JUMPS, RAILS, ROLLERS, HITS, ETC.) AND OTHER FORMS OF NATURAL OR MANMADE OBSTACLES ON AND/OR OFF DESIGNATED TRAILS, AS WELL AS

COLLISIONS WITH ON SNOW VEHICLES SUCH AS SNOWMOBILES AND GROOMERS, SLED, EQUIPMENT, OBSTACLES OR OTHER SKIERS. TRAIL FENCES ARE LOCATED ALONG THE SIDE OF SOME BUT NOT ALL OF OUR TRAILS : SUCH FENCES ARE NOT DESIGNED TO PROTECT YOU FROM INJURY IF YOU RUN INTO THEM OR GO THROUGH, OVER OR UNDER THEM. TRAIL CONDITIONS VARY CONSTANTLY BECAUSE OF WHETHER CHANGES AND SKIER USE. I UNDERSTAND THAT ALL OF THE INHERENT AND OTHER RISK OF SKIING PRESENT THE RISK OF INJURY, THAT SKIING IS **DANGEROUS**, RISK SPORT, AND THAT INJURIES CAN BE SERIOUS AND EVEN FATAL.

I AUTHORIZE MONTAGE MOUNTAIN RESORTS, L.P., AND ITS AGENTS AND ALL PERSONS ACTING UNDER ITS AUTHORITY TO PROMOTE THE EVENT TO USE WRITTEN STATEMENTS, PHOTOS, VIDEOTAPES AND RECORDINGS OF, ABOUT OR OBTAINED BY ME OR MY MINOR CHILD OR WARD. I WAIVE ANY RIGHT TO INSPECT OR APPROVE THE FINISHED PRODUCT OR THE ADVERTISING OR OTHER COPY, WHICH MAY BE USED IN CONNECTION OR THE USE TO WHICH IT MAY BE USED IN CONNECTION OR THE USE TO WHICH IT MAY BE APPLIED. I RELEASE AND DISCHARGE MONTAGE MOUNTAIN RESORTS, L.P., ITS AGENTS AND ASSIGNS AND ALL PERSONS ACTING UNDER ITS AUTHORITY, FROM ANY LIABILITY FOR ANY VIOLATION OF ANY PERSONAL OR PROPERTY RIGHTS WHICH I MIGHT HAVE IN CONNECTION WITH SUCH MATERIALS.

I HEREBY ACKNOWLEDGE, ACCEPT, AND ASSUME THESE RISK AND OTHER RISK THAT CAN/DO EXIST WHILE PARTICIPATING IN THE SPORT OF SKIING (AS DEFINED ABOVE) AND WHILE ENGAGED IN ANY SUCH ACTIVITY AT MMR.

I HAVE READ AND UNDERSTOOD THE FOREGOING **AGREEMENT NOT TO SUE AND ACKNOWLEDGEMENT OF RISK** AND I AM VOLUNTARILY SIGNING BELOW, INTEND TO BE LEGALLY BOUND HEREBY. I HAVE MADE NO MISREPRESENTATIONS OF MY AGE. IF I AM SIGNING ON BEHALF OF A MINOR CHILD, I REPRESENT AND WARRANT THAT I AM DOING SO WITH CONSENT AND APPROVAL OF MY SPOUSE (IF ANY) AND I UNDERSTAND THAT I MAY BE GIVING UP THE RIGHTS OF MY CHILD AND SPOUSE TO SUE AS WELL AS GIVING UP MY OWN RIGHT TO SUE.

IF I REGISTER MYSELF, I HERBY REPRESENT THAT I AM OVER THE AGE OF 18. IF REGISTERING A CHILD UNDER THE AGE OF 18 OR A WARD, I HEREBY REPRESENT THAT I AM THE APRENT OR GUARDIAN OF SUCH PERSON AND HAVE THE LEAGL AUTHORITY TO ENTER INTO THIS AGREEMENT ON THEIR BVEHALF.

EXECUTED THE _____ DAY OF _____, 20 _____, INTENDING TO BE LEGALLY BOUND HEREBY.

SIGNATURE OF PATRON/SIGNATURE OF PARENT/GUARDIAN (IF PATRON IS UNDER (18) YRS OF AGE)

REQUIRED INFORMATION FROM PATRON

FIRST NAME: _____ LAST NAME: _____ AGE: _____

ADDRESS: _____ DATE OF BIRTH: _____

CITY: _____ STATE: _____ ZIP CODE : _____

CELL PHONE NUMBER: _____ HOME PHONE NUMBER: _____

E-MAIL ADDRESS: _____

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