



Release, Express Assumption Acceptance of Risks, Indemnification & Forum Selection Agreement
(SIGN ONLY IF YOU AGREE TO BE BOUND BY THIS AGREEMENT!)
HIDDEN VALLEY PASS 2017-2018 SEASON

NOTICE: All forms of alpine activities such as skiing, tubing, snowboarding along with loading, riding and unloading lifts are hazardous. Falls and injuries are a common occurrence in these activities and conditions are ever-changing. Your safety is directly affected by your judgment. Participate in alpine activities only within your ability level.

WARNING, INHERENT & OTHER RISKS: Alpine activities, like many sports, contain inherent and other risks including, but not limited to the risk of personal catastrophic injury, or death, and property damage, which may be caused by continually changing weather, visibility, snow conditions such as; ice, hard pack, powder, packed powder, slush, granular, corn, crust, cut-up and machine-made snow; surface or subsurface conditions such as bare spots, ruts, bumps, moguls, forest growth, rocks, stumps, trees; and collisions with other guests, or falls and injuries resulting from impacts with natural and/or manmade objects such as; lift and snowmaking towers and components thereof, lights, signs, posts, fences, mazes or netting, hydrants, water or air pipes (whether above or below the snow surface), snowmaking and other man-made equipment or objects and their components. You will encounter variations in steepness of terrain, whether natural or designed. You may encounter trail maintenance vehicles and snowmobiles, which are all incidental to the provisions or maintenance of a resort facility. I hereby agree that these and the numerous other similar risks are inherent in alpine activities and are both obvious and necessary therein.

PROMISE NOT TO SUE: As a condition of receiving discounted use of the ski area premises as a season pass holder, I, for myself and/or my child, hereby **Promise Not to Sue** whichever ski areas this pass is used at including Hidden Valley Golf and Ski Inc., Snow Creek Inc., its related legal entities and corporate affiliations, (or any other ski area where this pass is valid), and Peak Resorts Inc., their affiliates, employees and agents (hereinafter the "SKI AREA"), as I freely, **voluntarily and expressly accept all risks** of injury, death or property damage occurring thereon from risks such as those listed above or those that can reasonably be inferred therefrom.

INDEMNIFICATION: To the fullest extent permitted by law, I agree, for myself and my child, to **RELEASE, indemnify, defend, and hold harmless** the SKI AREA from any and all loss or damage, including subrogation and/or derivative claims brought by any third party or insurer that I or my child may cause to persons or property while using the resort or the resort facility. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage.

RELEASE: I agree, for myself and/or my child, to **RELEASE, forever discharge, defend, and hold harmless** the SKI AREA from liability for any and all loss or damage to myself or to my child or my or my child's property resulting from the SKI AREA **NEGLIGENCE** or any other cause. I understand that the SKI AREA is not responsible for the consequences of their own **NEGLIGENCE**, that is, their failure to use reasonable care in any way. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury and death in connection with my or my child's use of the resort or the resort facility.

FORUM SELECTION: I further agree that any claim that I may at any time bring for any reason against the SKI AREA, shall be filed only in the state or federal Court with jurisdiction in the state in which the SKI AREA is located and in no other jurisdiction and the claim shall be governed by the laws of that state.

I agree that if any portion of this agreement is deemed unenforceable by a court of law all other parts shall remain in full force and effect. I agree that the above provisions shall be binding upon my heirs and assigns. I understand and agree that this document may be used by the SKI AREA as an affirmative defense to any claims I may bring for injuries sustained as a result of my, or my child or Ward's, participation in and caused by the inherent and other risks of alpine activities.

MINORS: As a parent/guardian with legal responsibility for the minor pass holder(s) named below, I represent that I am authorized to sign and accept the obligations of this agreement for the minor child. I consent and agree that I, for myself, and for the said minor pass holder(s) to be bound by this Agreement and I **hereby indemnify** the SKI AREA for awards, legal expenses and settlements arising out the child's participation in alpine activities at the Ski Area resulting from any alleged negligence by the SKI AREA in the operation, maintenance or design of the SKI AREA and any other conditions of the SKI AREA's premises.

PROHIBITED USE: Each pass is non-transferable and for your personal use only. I understand and agree that if someone other than the named pass holder(s) uses that pass for any purpose, that pass and its privileges will be cancelled without refund for the remainder of the 2017-2018 season no matter who is at fault for such illicit use. Be advised that such prohibited use can be considered Theft of Services under state law.

TERMS: I further agree to: (1) visibly display the season pass when boarding all lifts; (2) present the season pass to any authorized representative or management upon request; and (3) refrain from misconduct or reckless skiing or riding, acknowledging that the season pass may be revoked without refund for such behavior.

This pass is valid through the 2017-2018 season only.

PASS RESTRICTIONS & USAGE AGREEMENT

This is to confirm that I have picked up my season pass. I understand that this is for my personal use only and that I should protect it as I would cash or credit cards. Peak Resorts, Inc. and its subsidiaries are not responsible for lost or stolen passes. Replacements are at the discretion of each resort at a fee of \$50. I understand and accept that fraudulent use or misuse will result in a \$50 administration charge, loss of privileges and is cause for prosecution. Peak Resorts, Inc. and its subsidiaries are not responsible for adverse weather conditions. Peak Resorts, Inc. reserves the right to operate the SKI AREA in accordance with weather conditions, skier traffic or slope maintenance.

Executed the ____ day of _____ (mo.) 20____, intended to be legally bound hereby

 Signature If under 18: (please check)

 Signature (of Parent/Guardian if under 18)