

SNOW SPORTS
2016-2017

RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I, _____, Individually (and as Parent or Guardian of _____ a Minor, if applicable), hereby state that I am aware that skiing and snowboarding involves many RISKS, DANGERS and HAZARDS, including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; exposed rock, earth, ice and other natural objects including but not limited to trees, tree stumps, and forest dead fall; the condition of snow or ice on or beneath the skiing surface; changes or variations in the skiing terrain which may create blind spots or areas of reduced visibility; changes or variations in the skiing surface or subsurface, including changes due to man-made or artificial snow, variable and difficult snow conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; snowcat roads, road-banks or cut-banks; impact or collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; impact or collision with other skiers; the failure to ski safely or within one's own ability or within designated areas; negligence of other skiers and; negligence on the part of Crystal Mountain, its employees, owners, officers, representatives, directors, shareholders, agents, and vendors. I am also aware that the RISKS, DANGERS and HAZARDS referred to above exist throughout the ski area and that many are unmarked. In consideration of Crystal Mountain accepting my and/or the minor's participation in the Snow Sports School, Race, Super-Cross, or Special event program, and being permitted to use Crystal Mountain ski lifts, slopes, terrain parks, restaurants, parking and/or other facilities, INDIVIDUALLY AND AS PARENT/GUARDIAN OF THE MINOR I HEREBY EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH MY AND/OR THE MINOR'S PARTICIPATION IN THE SNOW SPORTS SCHOOL, RACE, SUPER-CROSS, SPECIAL EVENT PROGRAM, OR USE OF CRYSTAL MOUNTAIN SKI LIFTS, SLOPES, TERRAIN PARKS, RESTAURANTS, PARKING AND/OR OTHER FACILITIES, INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF SERIOUS PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE. _____ (Initial here).

ADULT/PARENT/GUARDIAN: In consideration of Crystal Mountain allowing me or the minor (if applicable) to participate in the Snow Sports School, Super-Cross, or Special event program, and being permitted to use Crystal Mountain ski lifts, slopes, terrain parks, restaurants, parking and/or other facilities, I agree to **Release, Hold Harmless, Indemnify and Defend** Crystal Mountain, its employees, owners, officers, representatives, directors, shareholders, agents and vendors (collectively "Crystal Mountain Resort") from any and all claims, actions, losses, suits, damages, and allegations, including claims or actions brought by the minor and claims related to or arising from incidents that occurred prior to, on and/or following the date of this release, including, but not limited to: allegations of negligence, including the negligence of Crystal Mountain Resort, breach of contract, breach of any statutory or other duty of care and breach of express or implied warranty. I further agree to **Indemnify, Hold Harmless and Defend** Crystal Mountain Resort from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Crystal Mountain Resort may sustain in relation to or arising out of my and/or the minor's participation in the Snow Sports School, Race, Super-Cross, Special event program, and/or use of the ski lifts, slopes, terrain parks, restaurants, parking or other facilities. _____ (Initial here).

I consent to and authorize the taking of photographs and/or videos during my and/or the minor's visit to Crystal Mountain. I grant permission to Crystal Mountain Resort to use said photographs and/or videos in advertising, displays, web sites, brochures, other forms of electronic media, illustrations or publications without notifying me. I hereby waive any and all rights to privacy in the photographs/videos and to compensation related to the use of the photographs and or videos. _____ (Initial here).

I recognize that situations may arise where emergency or emergent medical or dental care may be necessary for me and/or a Minor. I authorize Crystal Mountain Resort to render first aid and to call for medical and/or dental care if, in their opinion, such medical or dental care is needed. I agree to pay for all expenses and costs associated with such care and related transportation. I understand this **Release and Indemnification Agreement** shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Crystal Mountain Resort as a complete bar and defense against any and all claims, demands, or causes of action by or my behalf. Any provision of this **Release and Indemnification Agreement** which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect. I acknowledge that this activity is taking place in the State of Michigan and I further agree that only the laws of the State of Michigan shall apply in the construction or application of this Agreement.

I HAVE CAREFULLY READ THE FOREGOING RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION. I UNDERSTAND ITS CONTENTS AND THAT IT IS BINDING DURING THE ENTIRE 2016-2017 SKI SEASON. I HAVE THE AUTHORITY TO ENTER INTO IT AND I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Name of Participant
(Please Print)

If participant is a minor, Name of
Parent or Guardian (Please Print)

Date

Signature of Participant

Signature of Parent or Guardian

Phone Number of Participant/Parent/Guardian