

BLUE MOUNTAIN SKI AREA PARENTAL RELEASE OF LIABILITY, ACKNOWLEDGEMENT OF RISK AND EQUIPMENT RENTAL AGREEMENT FOR 2013/2014 SKI SEASON

ACKNOWLEDGEMENT OF RISK

Acceptance of an Area Use Ticket ("Lift Ticket") constitutes a contract. The conditions of the contract will prevent or restrict your ability to sue Blue Mountain Ski Area.

I understand that SKIING, SNOWBOARDING or SNOWTUBING (Collectively "Recreational Snow Sports"), including use of lifts, is a dangerous activity/sport with inherent risks. These risks include, but are not limited to variations in snow, variations in trail lighting and weather, steepness of terrain, narrow or sharp turning trails, ice and icy conditions, bare spots, imperfections in grooming snow, moguls, rocks, trees and other forms of forest growth or debris (above or below the surface), fencing, lack of fencing or lift towers, lift terminals, cables, utility lines, snow guns, hoses, hydrants or other snowmaking equipment and component parts, and other natural or man-made obstacles on or off designated trails and chutes, as well as collisions with snowmobiles, grooming equipment, obstacles, or other skiers, boarders or tubers. All of the inherent risks of skiing, boarding or tubing present the risk of serious and/or fatal injury.

SNOWTUBING

SNOWTUBING - Snow chute conditions and the speed of the tubes vary constantly because of weather changes and snowtubing use; the snowtubes can leave the tubing chutes and/or go over the backstop. Be aware that snowmaking and snowgrooming may be in progress at any time. These are some of the risks of SNOWTUBING. All of the inherent and other risks of SNOWTUBING present the risk of serious and/or fatal injury, and I expressly assume these risks.

SNOWTUBING - I accept for use, AS IS the snowtubes(s) and accept full responsibility for the care of the snowtube(s) while in my possession.

EQUIPMENT RENTAL WARNING AND RELEASE OF LIABILITY

By signing this release, I authorize Blue Mountain Ski Area to provide my minor child with ski and/or snowboard rental equipment during their group visit(s) to Blue Mountain. I understand and agree that my signature on this document is in lieu of my presence and signature on the rental form at Blue Mountain Ski Area. This release shall be valid for each visit to Blue Mountain whether listed on this form or not. I understand that I may request a copy of my child's completed rental form after their visit. I further agree to defend and indemnify PROVIDERS for any loss or damage, including any that results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of this equipment.

I have accurately represented the below listed information and it is true and correct. I understand that my child will not use any of the equipment to be provided during this transaction until they have received instruction on its use and fully understand its use and function. I understand and agree my child will have the opportunity to verify that the visual indicator settings to be recorded on the rental form for downhill ski equipment agree with the number appearing in the visual indicator windows of the equipment to be listed on the rental form.

I understand and agree that my child accepts for use **AS IS** the rental equipment and accept full financial responsibility for the care of the equipment while it is in their possession. I agree they will be the only person using this equipment during each rental period.

I understand and agree that unwanted release or retention is an inherent risk of using any ski-boot-binding system and that the system cannot guarantee the user's safety. In downhill skiing, 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. In snowboarding, cross-country skiing, skiboarding, snowshoeing and other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

HELMET RENTAL: I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn. **Helmets must be properly fitted to each user, and I agree that this helmet has been properly fitted by the provider. I agree that if the helmet is damaged or involved in any kind of accident, I will stop using it immediately, return it to the shop and report the accident or damage.**

I AGREE TO RELEASE AND HOLD HARMLESS TUTHILL CORP, DBA BLUE MOUNTAIN SKI AREA, ITS EMPLOYEES, OWNERS, AFFILIATES, AGENTS, OFFICERS, DIRECTORS, AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND THEIR SUCCESSORS IN INTEREST (COLLECTIVELY "PROVIDERS"), FROM ANY AND ALL LIABILITY FOR INJURY, DEATH, PROPERTY LOSS AND DAMAGE WHICH RESULTS FROM PARTICIPATION IN RECREATIONAL SNOW SPORTS OR WHICH IS RELATED IN ANY WAY TO THE USE OF THIS EQUIPMENT OR TO THE USE OF ANY OF BLUE MOUNTAIN'S FACILITIES, INCLUDING ALL LIABILITY WHICH ALLEGEDLY RESULTS FROM THE NEGLIGENCE, INCLUDING GROSS NEGLIGENCE OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY ON THE PART OF THE PROVIDERS, OR ANY OTHER PERSON OR CAUSE.

I agree that all disputes arising under this contract and/or from any use of the ski rental agreement shall be litigated exclusively in the Court of Common Pleas of Carbon County, PA, or in the United States District Court for the Middle District of Pennsylvania. This agreement shall be enforced to the fullest extent permitted by law, and if any part is invalid or unenforceable, the remainder shall be given full force and effect.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS LIABILITY RELEASE, ACKNOWLEDGEMENT OF RISK, & EQUIPMENT RENTAL AGREEMENT AND AM VOLUNTARILY SIGNING BELOW INTENDING TO BE LEGALLY BOUND HEREBY.

PLEASE PRINT LEGIBLY

I hereby give permission for Blue Mountain to use any photograph or video of me taken during participation for use in commercial or non-commercial publicity.

User's Name: _____ Gender: _____

Address: _____ City: _____

State: _____ Zip: _____

Phone: _____

Email: _____

User's Height: _____ User's Weight: _____ Date of Birth: _____

(Circle one) Ski Snowboard

Skier Type: Circle One

- Type 1: Cautious skiing at lower visual indicator settings
- Type 2: Moderate skiing at average visual indicator settings
- Type 3: Aggressive skiing at higher visual indicator settings

Snowboard Stance (Circle):

Regular (Left foot forward) Goofy (Right foot forward)

Group Name: _____

Parent/Guardian: I verify that I am the parent or guardian of the minor, and I have authority to enter into this agreement on behalf of the equipment user and I agree to be bound by the terms and conditions of this agreement.

Parent /Guardian Name (Print): _____

Parent/Guardian Signature: _____ Date: _____

Signature (anyone 18 and older): _____ Date: _____