

Release of Liability Agreement for: Shawnee Mountain Ski/Snowboard Rental

Important: Members under the age of 18 must have a parent (or Guardian) review this release of liability agreement. In all cases, the parent (or guardian) is responsible for making the agreement decision.

The multi-visit badge is for personal use and is only valid on your group trip dates. It is not transferable to another person. Privileges will be revoked for violations of this regulation or "YOUR RESPONSIBILITY CODE". Multi-visit badges must be prominently displayed and presented to a lift ticket checker each time you ride the lifts. Lost or damaged multi-visit badges will be replaced at a cost of \$5.00.

I have accurately represented the above listed information and it is true and correct. I realize the importance of, and will instruct the user identified on this form to not use any of the equipment to be provided until they have received instruction on its use and they fully understand its use and function. I understand the equipment issued on each trip will be adjusted to the specification on this application for the entire multi-visit program that my child or I am enrolled in at Shawnee Mountain. A bar code system will be used each visit to verify the equipment rented and these settings.

The purchaser or user agrees and understands skiing, snowboarding, skiboarding and other sports (collectively "RECREATIONAL SNOW SPORTS"), including the use of lifts, are dangerous sports with inherent and other risks. These risks include but are not limited to, variations in snow, steepness and terrain, trail side drop offs, ice and icy conditions, moguls, rocks, trees and other forms of forest growth or debris (above and below the surface), bare spots, lift towers, utility lines, poles and guy wires, snow making equipment and component parts, trail fences and control nets and the absence of such fences and nets and other forms of natural or man made obstacles on and/or off designated trails and because of weather changes and skier use. These are some of the risks of recreational snow sports. All of the inherent and other risks of recreational snow sports present the risk of serious and/or fatal injury. Always stay in control.

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.

IN CONSIDERATION OF USING SHAWNEE MOUNTAIN'S ON SNOW AND SUPPORT FACILITIES THE USER AGREES TO ACCEPT THE RISK OF PARTICIPATING IN ON-SNOW SPORTS AND AGREES NOT TO SUE SKI SHAWNEE, INC. OR ITS EMPLOYEES IF HURT WHILE USING ANY OF THE FACILITIES REGARDLESS OF ANY NEGLIGENCE ON THE PART OF SKI SHAWNEE, INC. OR ITS EMPLOYEES OR AGENTS.

I agree upon behalf of the user I am representing to accept for use AS IS all equipment to be provided for the duration of this multi-visit program and agree to accept full financial responsibility for the care of the equipment while it is in the user's possession. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the rental facility. I agree that all rental equipment will be returned by the agreed date.

I understand that the binding 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, skiboarding 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.

I AGREE TO RELEASE AND HOLD HARMLESS Ski Shawnee Inc, its employees, owners, affiliates, agents, officers, directors, and the equipment manufacturers and distributors and their successors in interest (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the RECREATIONAL SNOW SPORTS for which the equipment is provided, or which is related in any way to the use of this equipment, including all liability which results from the NEGLIGENCE of PROVIDERS, or any other person or cause.

I further agree to defend and indemnify PROVIDERS for any loss or damage, including any that results from claims of lawsuits for personal injury, death, and property loss and damage related in any way to the use of this equipment.

This agreement is governed by the applicable laws of Pennsylvania. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. I further agree that all disputes arising under this contract and/or my use of the facilities at Shawnee Mountain Ski Area shall be litigated in the Court of Common Pleas of Monroe County or the United States District Court for the middle district of Pennsylvania. The purchaser or user of this ticket voluntarily assumes the risk of injury while participating in the sport.

I HAVE READ THE MULTI-VISIT PROGRAM REGULATIONS AND AGREEMENT NOT TO SUE (also release agreement for ski or snowboard renters, where applicable) and I intend to be legally bound thereby. If reading 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 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. THIS PROGRAM DOES NOT INCLUDE HELMETS.

I have read the above "release of liability agreement" and hereby agree to all its terms and conditions. I am stating (by my signature below) that the Mount Olive Township Recreation Department has authorization to give my approval of the terms and conditions of Shawnee Mountain via the internet.

Parents Signature _____

Date: _____