

Release, Express Assumption Acceptance of Risks, Indemnification & Forum Selection Agreement
(SIGN ONLY IF YOU AGREE TO BE BOUND BY THIS AGREEMENT!)
CROTCHED MOUNTAIN VOYAGER PROGRAM 2019-2020 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, contains 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, ice, hardpack, 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, or falls resulting from impacts of such natural objects plus 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; trail maintenance vehicles and snowmobiles, which are all incidental to the provisions or maintenance of a resort facility; plus variations in steepness of terrain, whether natural or designed; snowmaking and snow grooming processes, including but not limited to other man-made or natural terrain modifications and features such as those found throughout the mountain and in terrain parks; the presence of and collisions with others, and their failure to safely participate in alpine activities, in control or within their own ability. I hereby agree that these and the numerous other similar risks are inherent in alpine activities and are both obvious and necessary therein.

NOTICE: When skiing or riding in the state of New York skiers and ski lift passengers are governed by the New York State Safety in Skiing Code (Article 18 of the NYS General Obligations Law). Before affixing this ticket or allowing this ticket to be affixed to your person, your attention is directed to a posted 'Warning to Skiers' which are displayed where daily lift tickets are purchased. New York law requires you to seek out, read, review and understand that 'Warning to Skiers' before you decide to participate in the sport of skiing.

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 Mount Snow Ltd., SNH Development Inc. d/b/a Crotched Mountain, JFBB Inc. d/b/a Jack Frost Big Boulder, LBO Holdings Inc. d/b/a Attitash Mountain Resort, WC Acquisitions Inc. d/b/a Wildcat Mountain, Hunter Mountain Ski Bowl 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 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. More specifically in New York, I agree all disputes under this contract and/or lawsuits arising from use of the facilities at Hunter Mountain Ski Bowl Inc. shall be litigated exclusively in the Supreme Court of the State of New York, County of Greene, or in the United States District Court for the Northern District of New York.

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 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 2019-2020 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 Peak Pass is valid through the 2019-2020 season only. All Peak Passes are valid only at those designated resorts owned by Peak Resorts, Inc.

Each purchaser and/or pass holder must read and agree to this contract and sign to process order

1. _____ Date: _____
Pass Holder Name (please print) Pass Holder Signature

2. _____ Date: _____
Parent/Guardian Name (please print) if Pass Holder is under 18 Parent/Guardian Signature if Pass Holder is under 18