

CAMELBACK MOUNTAIN RESORT
TERRAIN PARK ACTIVITY RELEASE

AGREEMENT NOT TO SUE

IN CONSIDERATION OF BEING ALLOWED TO USE CAMELBACK'S/CAMELBEACH'S FACILITIES, I AGREE THAT I WILL NOT SUE CAMELBACK SKI AREA/CAMELBEACH WATERPARK, ITS OWNERS AND OPERATORS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "CAMELBACK") AND WILL RELEASE CAMELBACK FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE CAMELBACK FACILITIES OR WHILE PRESENT ON CAMELBACK'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, RECKLESSNESS, OR ANY OTHER IMPROPER CONDUCT ON THE PART OF CAMELBACK. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS CAMELBACK FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, TO ANY MEMBER OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURY WAS CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR OTHER IMPROPER CONDUCT ON THE PART OF CAMELBACK.

Notwithstanding the foregoing, if I sue Camelback, I agree that I will only sue them, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Monroe County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Camelback and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

ACKNOWLEDGEMENT OF RISKS

I agree and understand that competitive events and/or terrain park usage, training, lessons, and/or instruction (hereinafter "activities") are inherently dangerous sports. I agree that it is my responsibility to inspect the terrain park to satisfy myself as to conditions and degree of difficulty before participating in any such activity. Conditions vary constantly because of weather changes and patron use. Some of the risks of the activities include but are not limited to, variations in sliding surface, steepness and terrain, trail side drop-offs, rocks, trees and other forms of forest growth or debris (above or below the surface), bare spots, utility lines, poles and guy wires, trail fences and control nets, and the absence of such fences and nets, terrain park features and elements (such as jumps, rails, rollers, hits, etc.), and other forms of natural or man-made obstacles, as well as collisions with equipment, obstacles or other persons. I understand I understand that a helmet does NOT ELIMINATE THE RISK of injuries or a fatality and helmets have only limited capability for shock absorption and that, although the helmet may reduce or mitigate the severity of injuries to my head, it is not a guarantee of my safety. I agree that all of the inherent and other risks of the activities present the risk of injury, that the activities are **DANGEROUS** risk sports, and the injuries can be serious and even fatal.

I have read and understood the foregoing AGREEMENT NOT TO SUE and ACKNOWLEDGEMENT OF RISKS and am voluntarily signing below, intending to be legally bound hereby. I have made no misrepresentations of my age. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand 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 Release was read by the undersigned with care in the presence of an employee of Camelback who was available to answer any questions. If the undersigned is under eighteen (18) years of age, this Release must be executed by a parent or guardian.

Executed the _____ day of _____, 200_____.

Signature of Applicant

Signature of parent/guardian (If user is under 18 yrs of age.)

WITNESS:

AGE: _____ Date of Birth: _____.

Camelback Staff

Required Information:

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone Number: _____ Home Phone Number: _____

E-mail Address: _____