

READ THIS BEFORE YOU SIGN THE PAPER!

Your signature is proof that you have read this and that you agree to its terms.

BLUE MOUNTAIN RESORT ACKNOWLEDGEMENT OF RISKS AND AGEEMENT NOT TO SUE

WARNING! The sport of Cross Country Racing, Spectating and related activities, including the use of lifts (hereinafter "Activities") present many unique challenges heightened by the rough ever-changing surface. There are inherent dangers to the Activities with risks too numerous to list, but includes the steep, slippery, uneven condition of roads and trails which contain rocks, trees, ledges, soft sand, mud, slippery grass, water bars and other bumps, ruts, stumps, brush (all of which can be hidden or obscured by vegetation), or other natural and manmade objects on the mountain, and the failure of equipment. Falls are a common occurrence during activities. Always proceed courteously and walk cautiously whenever conditions warrant. Be aware that even minor injuries can become life threatening emergencies when they occur far away from rescue personnel or when alone. Also, the trails and roads are not patrolled and it takes a great deal of time for rescue personnel to locate and reach an injured user.

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN ACTIVITIES AT BLUE MOUNTAIN , I AGREE THAT I WILL NOT SUE THE TUTHILL CORPORATION DBA BLUE MOUNTAIN RESORT, THEIR OWNERS AND OPERATORS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS, VOLUNTEERS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "BLUE MOUNTAIN") AND WILL RELEASE BLUE MOUNTAIN FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE BLUE MOUNTAIN FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF BLUE MOUNTAIN. I FURTHER AGREE THAT I WILL INDEMNIFY, DEFEND AND HOLD HARMLESS BLUE MOUNTAIN FROM ANY LOSS, INCLUDING REASONABLE ATTORNEY FEES, 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, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF BLUE MOUNTAIN.

Notwithstanding the foregoing, if I sue Blue Mountain, I agree that I will only sue it, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Carbon 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 Blue Mountain 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.

When using the chairlifts, I acknowledge that I am responsible for safely getting myself to the loading line and for moving away from the chair when unloading.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND UNDERSTAND THAT THIS IS A CONTRACT THAT WILL LIMIT MY LEGAL RIGHTS AND SHALL BE BINDING ON MY HEIRS AND ASSIGNS.

*Parent or Guardian must sign if participant is under 18 years of age.

Name _____

Signature _____ Date ____/____/_____

*Parent/Guardian Name _____

*Parent/Guardian Signature _____ Date ____/____/_____

