



2018-19 Explorer/Mountaineer

ACKNOWLEDGEMENT OF RISKS, RELEASE OF LIABILITY, FORUM SELECTION and AUTHORIZATION FOR MEDICAL TREATMENT

I have read, reviewed, and I understand the "WARNING TO SKIERS" posted at Ticket Sales locations. I understand that there are inherent risks in the sports of skiing and snowboarding, including variations in terrain or weather conditions, surface or subsurface snow, ice, bare spots or areas of thin cover, moguls, ruts, bumps, other persons using the facilities, rocks, forest growth, debris, branches, trees, roots, stumps, or other natural or man-made objects that are incidental to the provision or maintenance of a ski and snowboard facility in New York State. All further references to skiers and skiing shall include snowboarders and snowboarding.

In addition, beginner skiers almost by definition are unable to ski under control to the extent that more experienced skiers are, and because our ski school program is provided on various terrain that includes beginner terrain, the risk of collision or other problems posed by other beginner skiers, whether in ski school classes or not, is a risk of participating in our program.

Skiing down the trail is only a part of the program. Once at the bottom, the student has to get back to the top of the trails to enable further skiing instruction. Thus, participants in this program will be riding our chairlifts. Chairlifts present a variety of risks, particularly to the beginning child skier. These risks include getting on and off the lift, the potential for falling or sliding from the chair to the surface below. In addition, there are generally more students than instructors, while in group lessons, students might ride the chairlifts with a Snowsports coach, other children, general skiing public, or by themselves and the students may be riding on the chair lift with another skier or snowboarder who may or may not be experienced. (We do not provide ski instructor or other escort for the student riding the chair)

I understand that All forms of skiing, snowboarding and recreational activities include the use of aerial and surface lifts and they are hazardous. Falls and injuries are a common occurrence therefore requiring the deliberate and conscious control of your physical body, both on the ground and in the air, through proper use of equipment in relation to ever-changing variables and dangers. All passengers who use an aerial and surface lifts shall be responsible for their own embarkation, riding and disembarkation. They shall be presumed to have sufficient ability, physical dexterity, and/or personal assistance to negotiate and to be evacuated from the aerial tramway safety.

It is understood that ski bindings/snowboard bindings are designed to fasten the boot to the ski/snowboard. I understand that a ski/boot/binding system will not release at all times or under all circumstances where the release may prevent injury, nor is it possible to predict every situation in which it will release, and is, therefore, no guarantee of the skier's safety. I further understand that a snowboard/boot/binding system is a NON-RELEASE system and its use cannot guarantee the user's safety and that a snowboard/boot/binding system DOES NOT REDUCE THE RISK OF INJURIES to any part of the user's body. All of the inherent risks of skiing, and ski lessons, present the risk of injury, and injuries can be serious and even fatal.

In consideration of my child being accepted into the Hunter Mountain Ski Bowl/Explorer/Mountaineer Program, I, being the parent or guardian of the minor, hereby acknowledge and accept the inherent and other risks that exist in the sport of skiing as outlined above. I AGREE TO RELEASE AND HOLD HARMLESS **Hunter Mountain Ski Bowl, Inc., Hunter Mountain Acquisition, Inc., Peak Resorts, Inc.**, (Collectively as "RELEASEES") THEIR OWNERS, AFFILIATES, SUBSIDIARIES, EMPLOYEES AND AGENTS AND ALL OF THEIR OFFICERS AND DIRECTORS AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND THEIR SUCCESSORS "(other releases)", on either my own behalf or on behalf of my child, if my child is injured while participating in the Hunter Mountain Ski Bowl/Explorer/Mountaineer Program. I further agree to fully indemnify and hold harmless Hunter Mountain Ski Bowl, Inc. and other releases from and against any loss, liability, damage, cost, and expense which Hunter Mountain Ski Bowl, Inc. and other releases may incur or sustain as a result of any claim arising from any personal injury suffered by the named minor, even if it is contended that they were negligent.

This indemnification provision is distinct from and independent of the release provisions. It will apply whether or not the release provisions are held invalid or inapplicable in whole or in part to any claim asserted. Should any one or more of the provisions in this Contract be determined to be void or unenforceable, all other provisions shall be severed and given full effect separately from the provisions determined to be void or unenforceable.

"I agree that all disputes arising under this contract and/or from participation in the ski school class/children's programs, and/or the use of any rental equipment and/or the use of the facilities at Hunter Mountain Ski Bowl, 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."

In the event that the named minor should need medical attention while under the care and supervision of Hunter Mountain Ski Bowl staff, I realize that an attempt will be made to contact me. If reasonable steps to contact me in time are unsuccessful, I hereby authorize the Ski Patrol, First Aid and their agents and employees to secure appropriate care as needed and I agree to pay for it.

THIS CONTRACT WAS READ WITH CARE AND UNDERSTOOD

(SIGN ONLY IF YOU AGREE TO BE BOUND BY THIS AGREEMENT!)

As Parent/Guardian: I verify that I am the parent/guardian of the minor, and I have the authority to enter into this agreement on behalf of the minor, and I agree to be bound by the terms and conditions of this agreement. I understand that Children's Programs are non-refundable once my child has been enrolled.

Print Name of Parent/Guardian: _____

Signature: X _____ Date: ____/____/____

To whom can this child be released for 2018-19 season, other than yourself?

Name: _____ Relationship? Spouse Friend Sibling over 18

Additional Contact Phone Number: (____)-____-_____