



# HUNTER MOUNTAIN COLORS IN THE CATSKILLS OFF ROAD EDITION

## Agreement, Release of Liability, Assumption of Risk and Forum Selection



In consideration of being permitted to use the facilities and property operated by Hunter Mountain Ski Bowl, Inc. in connection with the **COLORS IN THE CATSKILLS OFF ROAD EDITION, (HMCCORE)**

**This is a release.** Read it carefully and complete the form below. This release essentially says that I know I am going off-roading in an instructional guided trip which is an outdoor activity in a rural area. If I get hurt, die, or damage my belongings, I will not make a claim, sue, or expect **Hunter Mountain Ski Bowl, Inc.,(HMSB)** and its owners, operators, agents, employees, associates, and affiliates to be legally responsible or pay for any damages. **I expressly acknowledge and agree as follows:**

- I am physically fit and capable of meeting my responsibilities as a participant  
**"I agree NOT to participate in the HMCCORE event on the property of HMSB while under the influence of Drugs and/or Alcohol"**
- I agree to seek out, read, review and abide by any and all notices which may be posted by Hunter Mountain Ski Bowl which may pertain to my responsibilities as a participant and to abide by any directions of the Management.
- I recognize and explicitly acknowledge that this event is a hazardous sport. I agree to accept all legal responsibility for any personal injury, death, or property/vehicle damage which results from the use of the facilities and property at the Hunter Mountain Ski Bowl, or participation in the **(HMCCORE)** including but not limited to personal injury, death or property/vehicle damage which results from participating in this off-road event.
- I have obtained such education for this event as is appropriate to my level of ability and have familiarized myself with the skills and duties necessary to reduce the risk of injury while participating.
- I HEREBY AGREE NOT TO SUE Hunter Mountain Acquisition, Inc., Hunter Mountain Ski Bowl, 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 INTEREST FOR ANY PERSONAL INJURY, DEATH OR PROPERTY DAMAGE THAT MAY OCCUR AS A RESULT OF MY PARTICIPATION IN THIS or USE OF THE EQUIPMENT AND /OR MY USE OF THE FACILITIES AT HUNTER MOUNTAIN.
- Therefore, by participating in the event, and by executing this agreement, it is my express intention to waive any and all claims which I have, or might have, or which my spouse may have acting on my behalf or which he or she may have in his or her own right, to bring any form of civil suit, whether for compensatory and/or punitive damages arising out of the event, and any incidents related thereto which may cause me injury, whether permanent, temporary or terminal.
- I further agree for myself, my successors, heirs, assigns, executors and administrators to indemnify and hold the Indemnified Parties harmless from all claims and suits for personal injuries, death or property damage arising out of my participation in the **(HMCCORE)** and/or my use of the facilities and property at the Hunter Mountain Ski Bowl. Thus, I will pay to each Indemnified Party against whom such a claim is asserted all costs and legal fees expended to defend such claims as well as any sum of money paid to claimant by the Indemnified Parties as a result of judgment or settlement. I recognize and understand this indemnification provision is distinct from and independent of the release provisions. Accordingly, this indemnification provision will apply whether or not for any reason the release provisions are held invalid or inapplicable in whole or in part to any claim asserted.
- I further agree that any litigation arising under this agreement and/or arising from my participation in the **(HMCCORE)** and/or the use of any facilities at Hunter Mountain shall be brought only in the Supreme Court of the State of New York, County of Greene or the United States District Court for the Northern District of NY. I hereby consent to the jurisdiction of such courts over me. This agreement shall be governed by NYS Law.
- Because it is my intention to waive and relinquish any claims which I might otherwise have against "Releasees" in the event I should sustain an injury, whether minor or most severe, disabling and/or terminal, I have given careful consideration to the adequacy of my medical insurance, disability insurance, life insurance and my personal financial resources, any or all of which would be available to provide for medical expenses, disability, and short-term and long-term financial security for myself and/or any other persons who may be dependent upon me for support. By signing below and participating in this event I am signifying that I am properly insured and/or financially equipped to provide for any contingency which may arise as a result of my participation in this event.
- Although at the time, this Release has been reviewed and signed, I have not inspected the slopes / trails / roads / property / course and facilities where this event is to take place, I also acknowledge that it is my responsibility alone to thoroughly familiarize myself with the slope / trail / road / property / course, area and equipment, and that it is my sole responsibility to either not participate in the event, or to discontinue participation in the event if there is anything unsafe or which creates any additional risk over and above that which is inherent in this activity.

**PLEASE READ & CHECK BOXES BELOW**

- Yes - **PHOTO RELEASE: By signing this release I agree that Photos and Video taken of me at the above mentioned event may be used for Marketing purpose.**  NO do not use my photo If you do Not want your photo used please indicate by checking NO below.
- Yes - **"I agree not to participate in the HMCCORA event on the property of HMSB while under the influence of Drugs and/or Alcohol".** I understand that driving while under the influence is against the Law in the State of New York
- Yes - **I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND INDEMNIFICATION AGREEMENT AND SIGN IT VOLUNTARILY.**

Name (print): \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Address: \_\_\_\_\_

Date of Birth: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Age: \_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ - \_\_\_\_\_

Signature: X \_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ cell home office

E-mail: \_\_\_\_\_ @ \_\_\_\_\_ . \_\_\_\_\_