



## PLEASANT MOUNTAIN 2024-2025 TRAINING, COMPETITION AND EVENTS

### ACKNOWLEDGEMENT, ASSUMPTION OF RISKS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT

(Please Read Carefully Before Signing)

#### APPLICATION

I acknowledge that this agreement applies to my or my child's participation in training, competition and events at Pleasant Mountain during the entire 2024-2025 ski season in one or more of the following disciplines: (1) Alpine Skiing; (2) Snowboarding; and/or (3) Freestyle.

#### ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

On behalf of myself and/or my child, I acknowledge that participation in skiing, snowboarding, freestyle, and/or other snow sports, and the use of passenger tramways associated therewith (collectively "Activities"), subjects skiers and riders to risks and hazards including **SERIOUS INJURY AND DEATH** regardless of all feasible safety measures that may be taken. I understand that participation in the Activities involves inherent risks of skiing encompassing dangers and conditions that are integral to the sport, as well as other known and unknown risks including, but not limited to, variable and changing weather and surface conditions; falls resulting from manmade and natural objects; design and condition of natural and man-made elements; severe terrain changes; falls and impacts while loading, riding and unloading chairlifts; and collisions with other participants, spectators, vehicles, and natural and man-made objects. I understand that freestyle jumping and aerial maneuvers substantially increase the risk of injury.

I acknowledge that while participating in the Activities, I am a competitor whether I am practicing, training, or engaged in competition. I acknowledge that I have been advised to visually inspect the course, venue, or area where the Activities are to occur. I accept all risk of course, venue, or area conditions including but not limited to course or feature location; course construction, design and layout; freestyle terrain configuration or condition; and any other course, layout or configurations of the area to be used. **I AGREE FREELY AND VOLUNTARILY TO ASSUME ALL RISKS**, including the risk of physical injury, death and/or damage to person(s) and/or property related to participation in the Activities and associated use of the Pleasant Mountain ski area, even while not engaged in training or competition.

#### RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

I agree for myself, my child, my heirs, and for anyone on my behalf, to the fullest extent allowed by law, to **RELEASE, INDEMNIFY AND HOLD HARMLESS** Shawnee Peak Holdings, LLC dba Pleasant Mountain and Boyne USA, Inc., including their owners, directors, officers, real and personal property owners, shareholders, employees, volunteers, agents, representatives, affiliates, successors and assigns (hereinafter collectively referred to as "Releasees") from any and all responsibility or legal liability for any property damage, personal injury, damage or death which may result directly or indirectly from participation in the Activities, whether or not such injury or damage was foreseeable, or any other cause or claim arising from participation in the Activities under any legal theory, including **ANY CLAIMS BASED ON ALLEGED NEGLIGENCE OF RELEASEES**.

I hereby relieve Releasees of and from any duty to protect me from harm in connection with the Activities. I authorize Releasees to provide medical care and transport to a medical facility or hospital if, in the opinion of Releasees, medical attention is required and I am unable to make such decisions for myself or my child. I agree to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY, AND HOLD HARMLESS** Releasees from the consequences of such decisions and any costs incurred for such medical care and transport.

**PROMISE NOT TO SUE**

**I PROMISE NOT TO SUE and TO INDEMNIFY RELEASEES.** Should any claim or action be asserted in contravention to this agreement, I or my successors shall be liable for all expenses **INCLUDING LEGAL FEES AND EXPENSES** incurred by Releasees. I agree that if any claim or action is brought, it shall be submitted to the jurisdiction of the Cumberland County Superior Court of Maine or United States District Court of Maine closest to Cumberland County, and no other jurisdiction, and it shall be governed by the laws of the State of Maine without regard to choice of law provisions.

**PHOTOGRAPHY & VIDEO RELEASE**

In consideration of participation in the Activities, I hereby authorize and give full consent to Releasees to copyright or publish all photographs and videos in which I or my child appear while enrolled as a participant in the Activities. I further agree that this/these photograph(s) and/or video(s) may be used for any and all exhibitions, public displays, publications, commercials, art and advertising purposes, without limitation or reservations.

**PARENT/GUARDIAN AUTHORIZATION**

As a parent and/or legal guardian with legal responsibility for the minor participating in the Activities, on behalf of whom this agreement is entered, I verify that I have the authority to enter into this agreement on behalf of the minor participant. I have read, understood and agree that the minor and/or anyone on behalf of the minor participant, including myself, are bound by the terms of this agreement. Furthermore, if a claim or action is brought in contravention of this agreement, including any claim alleging **NEGLIGENCE BY RELEASEES**, I agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** Releasees for any and all expenses incurred, **INCLUDING LEGAL FEES**, and any **DAMAGES** for which they may be adjudged legally liable to pay.

**I have carefully read this agreement and understand that it is a COMPREHENSIVE RELEASE OF ALL LIABILITY which is binding upon me, my heirs, agents and assigns and that if any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force and effect.**

**This agreement is in addition to, and not in lieu of, any liability waiver or release granted pursuant to a lift ticket, season pass, and/or equipment rental agreement.**

COMPETITOR PRINTED NAME: \_\_\_\_\_

COMPETITOR SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP CODE: \_\_\_\_\_ PHONE: \_\_\_\_\_

DATE OF BIRTH: \_\_\_\_\_ GENDER: M F (CIRCLE ONE)

USSA/FIS ID: \_\_\_\_\_

\_\_\_\_\_  
Signature of Parent/Guardian if competitor is under 18 years old

\_\_\_\_\_  
Printed Name of Parent/Guardian