

SUGARLOAF MOUNTAIN CORPORATION and BOYNE USA, INC.
(Competition and Events Release)
2024-2025

ACKNOWLEDGEMENT, ASSUMPTION OF RISKS, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT
(Please Read Carefully Before Signing)

APPLICATION

I acknowledge this agreement applies to my participation in Sugarloaf's competition and events, in one or more of the following disciplines: (1) Freestyle; (2) Snowboarding; and/or (3) Alpine Racing, including training and practicing for these disciplines, during the 2024-2025 ski season (hereinafter, the "Activity").

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

I acknowledge that participation in the Activity includes skiing, riding, or other snow sports, and the use of passenger tramways associated therewith, which subject skiers and riders to risks and hazards regardless of all feasible safety measures that may be taken. I understand that participation in the Activity involves inherent risks encompassing dangers and conditions that are an integral part of the Activity, as well as other known and unknown risks including, but not limited to, changing weather and surface conditions, falls resulting from manmade and natural objects, design and condition of natural and man-made elements, severe terrain changes, and collisions with other participants, spectators, vehicles, and natural and man-made objects.

I acknowledge that while participating in the Activity 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 Activity is to occur. I accept all risk of course, venue, or area conditions including, but not limited to, weather and snow conditions, obstacles, course or feature location, course construction, design and layout, freestyle terrain configuration or condition, any other courses, layout or configurations of area to be used, collision with other competitors or natural or man-made objects, and any other condition which a visual inspection should reveal. **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 my participation in the Activity and associated use of the Sugarloaf ski area.

RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

I agree for myself, my heirs, and for anyone on my behalf, to the fullest extent allowed by law, to **RELEASE, INDEMNIFY AND HOLD HARMLESS** Sugarloaf Mountain Corporation 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 Activity, whether or not such injury or damage was foreseeable, or any other cause or claim arising from participation in the Activity 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 Activity. I authorize Releasees to obtain medical care for, or transport me 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. I authorize Releasees to disclose information about me if doing so is in the opinion of Releasees reasonably necessary for my medical care or in the event I make a claim against Releasees and such disclosure is reasonably necessary in response to the claim. I agree to pay all costs associated with such medical care and related transportation and shall **DEFEND, INDEMNIFY, AND HOLD HARMLESS** Releasees of and from the consequences of such decision and from any such cost incurred related to the provision of medical care.

PROMISE NOT TO SUE

I PROMISE TO NOT SUE, and agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** Releasees for any claim of injury, damage or death which may result from my participating in the Activity, including any claims based on alleged **NEGLIGENCE** of Releasees. Should any claim or action be asserted in contravention to this agreement, I or my successor shall be liable for all expenses, **INCLUDING LEGAL FEES** incurred by Releasees. I agree that if a claim or action is brought it shall be submitted to the jurisdiction of the Franklin County Superior Court or United States District Court in the State of Maine, and no other jurisdiction, and shall be governed by the laws of the State of Maine.

PHOTOGRAPHY & VIDEO RELEASE

In consideration of my participation in the Activity, I hereby authorize and give full consent to Releasees to copyright or publish all photographs and videos in which I appear participating in the Activity. 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/guardian with legal responsibility for the minor participating in the Activity, 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**, I agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** 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