CAMELBACK RESORT
WINTER SEASON- RACING
RELEASE, AGREEMENT NOT TO SUE, AND ACKNOWLEDGMENT OF RISKS
THIS IS A CONTRACT – READ IT!

This Contract is between Camelback Resort, its Owners, Operators and Lessors: CMBK Resort Holdings, LLC, CMBK Resort Operations, LLC, KSL Camelback Management, LLC, EPT Ski Properties, Inc., the Commonwealth of Pennsylvania, and their respective owners, officers, directors, partners, members, investors, operators, management companies, agents, servants and employees (hereinafter collectively referred to as "Camelback")

RELEASE AND AGREEMENT NOT TO SUE

1. **IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN A COMPETITIVE EVENT OR ACTIVITY, SUCH AS RACING, RACING TRAINING, DRY LAND TRAINING BEFORE AND DURING THE SKI SEASON, AND/OR TERRAIN PARK TRAINING, LESSON AND/OR INSTRUCTION, I AGREE THAT I WILL NOT SUE CAMELBACK AND WILL RELEASE CAMELBACK FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE CAMELBACK FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, SOLE OR JOINT, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS CAMELBACK FROM ANY LOSS, 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 SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, SOLE OR JOINT, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT EXTENDS TO MY PRESENCE AT CAMELBACK PURSUANT TO ALL COMPLIMENTARY, PURCHASED, TRADES, EMPLOYEE DISCOUNTED AND VOLUNTEER DISCOUNTED TICKETS OR ANY OTHER TICKETS, PASSES, OR CARDS, PROMOTIONAL OR OTHERWISE, THAT I HAVE OR MAY OBTAIN.**

2. Notwithstanding the foregoing, if I sue Camelback, I agree that I will only bring suit, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Monroe 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 Camelback and myself and/or my family member(s) shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement Not to Sue is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement Not to Sue is determined to be unenforceable, all other parts shall be given full force and effect.

ACKNOWLEDGEMENT OF RISKS

3. I understand and acknowledge that competitive events, such as racing, racing training, dry land training before and during the ski season, and/or terrain park training, lesson and/or instruction, including the use of lifts at Camelback, involve inherent risks and other risks associated with the participation in such activities, all of which can result in or cause serious and even fatal injuries. I agree that is my responsibility to inspect the terrain, trails, race course, and/or terrain park to satisfy myself as to conditions, and my ability, before participation in any such event or activity. I further understand and acknowledge that there are inherent and other risks in winter sports, including the sports of skiing, snowboarding, snowtubing, and other snow-related activities (hereinafter referred to collectively as "winter sports"), including the use of lifts and other forms of conveyance. These risks include, but are not limited to, slip-and-falls, variations in snow, steepness and terrain, trail side drop-offs, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, utility lines, poles and guy wires, snowmaking equipment and component parts, trail fences and control nets, and the absence of such fences and nets, Terrain Park features and elements (such as halfpipe, jumps, rails, rollers, hits, etc.), and other forms of natural or manmade obstacles on and/or off designated trails, as well as collisions with equipment, including snowmobiles, obstacles or other skiers, participants or observers. I understand trail fences are located along the side of some but not all of trails, as well as along paths and walkways; such fences are not designed to protect you from injury if you run into them or go through, over or under them. Likewise, I understand trail conditions, paths and walkways vary constantly because of weather changes and skier use. I understand that a helmet does NOT ELIMINATE THE RISK of injury or death and helmets have only limited capability for shock absorption and that, although the helmet may reduce or mitigate the severity of injuries to the head, it is not a guarantee of the participant's safety. I understand (i) that all of the inherent and other risks of participating in snow sports present the risk of injury, including death, (ii) that winter sports such as skiing, snowboarding and snowtubing are **DANGEROUS**, risk sports, and (iii) that injuries can be serious and even fatal. **I HEREBY ACKNOWLEDGE, ACCEPT, AND ASSUME THESE RISKS AND ALL OTHER RISKS THAT CAN AND DO EXIST WHILE PARTICIPATING IN WINTER SPORTS WHETHER ENGAGED IN OR OBSERVING ANY SUCH ACTIVITY AT CAMELBACK.**

4. I also acknowledge and understand that I am accepting AS IS the equipment, other than my own, involved with the participation in any recreational activity at Camelback, and further acknowledge and understand that NO WARRANTIES are being extended to me with respect to any aspect of the facilities or equipment used, rented or otherwise.

5. I also agree and understand that my participation in such events or recreational activities, and the use of associated equipment, rented or otherwise, is purely voluntary and that if I am not willing to acknowledge the risks and agree not to sue, I should not participate.

6. I understand that the risks involved with participating in any recreational activity at Camelback are set forth on signs, including, for example, trail maps, lift tickets and other documents associated with each such activity located at or near the various recreation activity, and that it is my obligation to read and understand the various risks involved in each activity before participating.

7. I understand my lift ticket may be suspended and/or revoked by Camelback, without refund, in the event of a violation of any rule or regulation, misrepresentation of facts to obtain the lift ticket, or for violation of the Skiers Responsibility Code.

I have read and understood the above **RELEASE, AGREEMENT NOT TO SUE** and **ACKNOWLEDGEMENT OF RISKS**, and I am voluntarily signing below, manually or electronically, with the intent to be legally bound by this Contract. I represent and warrant that I am signing this Contract with the consent of my Spouse (if any) and understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue. To the extent that I am acting as a guardian or accompanying adult, I represent and warrant that I have all necessary consent of all relevant parent(s)/guardian(s) to sign this **RELEASE, AGREEMENT NOT TO SUE** and **ACKNOLWEDGEMENT OF RISKS** on behalf of the minor Participant(s) in my care. I further agree that if any part of this Contract is determined to be unenforceable, all other parts shall be given their full force and effect.

*X _____ (Signature of Patron or Parent/Guardian or Accompanying Adult)

*X _____ Child 1 (Print Name, Age and Relationship)

Required information for Patron, Parent/Guardian or Accompanying Adult: *

First Name:													Last Name:															

City:																		State:			Zip Code:						Age:		