2026/2027 HUNT HOLLOW

In consideration of being allowed to participate in **skiing, ski racing and ski race training and other associated activities** at Hunt Hollow Ski Area, the Participant, and the Participant's parent(s) or legal guardian(s) if the Participant is a minor, or the person acknowledging this form if not the participant themselves, do hereby agree, to the fullest extent permitted by law, as follows:

1) **TO WAIVE AND RELEASE ALL CLAIMS** that they have or may have or have ever had against **Hunt Hollow Development Corp., its owners, directors, employees, successors and assigns, (the "Facility" or "Hunt Hollow")** arising out of or relating in any way to participant's activities or presence at Hunt Hollow Ski Area;

2) **TO EXPRESSLY ASSUME ALL RISKS OF PARTICIPATING IN SKIING, SKI RACING AND SKI RACE TRAINING;** and

3) **TO INDEMNIFY, DEFEND AND HOLD HARMLESS,** the Facility and its owners, affiliates, officers, directors, employees, agents, and shareholders, from all liability for any loss, damage, injury, or expense, including reasonable attorneys' fees, arising out of Participant's use of the Facility.

4) To understand and abide by "Your Responsibility Code" which is published on the Hunt Hollow Ski Area website and also posted throughout the premises.

5) I have read and understand the "Duties of Skiers", "Duties of Passengers" and "Duties of Skiers with Respect to inherent risks" under the New York State safety in skiing code (Article 18 of the New York General Obligations Law), copies of which are available at the Customer Services Desk, and agree to observe them. I have also read and understand the "Warning to Skiers" reproduced below.

6) I understand that the facility exists in a mountainous winter environment and that ice and snow will be present and may not be able to be removed from all walking surfaces and parking areas, especially where such surfaces are used by skiers.

EXPRESS ASSUMPTION OF RISK: The Participant expressly acknowledges and agrees **TO ASSUME THE RISKS OF SKIING**, which include but are not limited to: to the risk of personal injury, including catastrophic injury, or death, or property damage, which may be caused by variations in terrain or weather conditions, or surface or subsurface snow, ice, bare spots or areas of thin cover, moguls, ruts, bumps, or other persons using the facilities; rocks, forest growth, debris, branches, trees, roots, stumps; or other natural objects or man-made objects that are incidental to the provisions or maintenance of a ski facility in New York State. I understand that the ski area may use signage, bamboo, padding, or other implements to mark various hazards. I agree to stay away from marked areas and understand that these markings are not intended to and cannot prevent all injuries in the event of a collision. I understand that ski racing and ski race training may enhance and amplify these risks and that netting and fencing used in ski racing cannot prevent all serious injuries.

NOTICE:
I) Skiers, snowboarders and ski lift passengers are governed by the New York State SAFETY IN SKIING CODE, Article 18 of New York General Obligations Law.
II) BEFORE AFFIXING YOUR PASS or allowing your pass to be affixed to your person, your attention is directed to a posted "WARNING TO SKIERS" which is displayed at all ticket sales locations and is reprinted below.
III) The Safety in Skiing Code requires you to seek out, read and understand the "WARNING TO SKIERS" BEFORE you decide to participate in the sport of skiing.

WARNING TO SKIERS: Downhill skiing and snowboarding, like many other sports, contains inherent risks including, but not limited to the risk of personal injury, including catastrophic injury, or death, or property damage, which may be caused by variations in terrain or weather conditions, or surface or subsurface snow, ice, bare spots or areas of thin cover, moguls, ruts, bumps, or other persons using the facilities; rocks, forest growth, debris, branches, trees, roots, stumps; or other natural objects or man-made objects that are incidental to the provisions or maintenance of a ski facility in New York State. New York law imposes a duty on you to become apprised of and understand the risks inherent in the sport of skiing, which are set forth above, so that you may make an informed decision of whether to participate in skiing notwithstanding the risks. New York also imposes additional duties upon you, to which you must adhere, for the purpose of avoiding injury caused by any of the risks inherent in skiing. **If you are not willing to assume all of these risks and abide by these duties, you must NOT participate in skiing at this area.**

CONTROLLING LAW / VENUE: Participant and the Participant's parent(s) or legal guardian(s) if the Participant is a minor agree that the terms of this Agreement are binding and shall be governed by the laws of the State of New York. Participant and the Participant's parent(s) or legal guardian(s) if the Participant is a minor also agree that any legal action relating to participation at the Facility will be brought in the New York State Supreme Court, County of Ontario.

I agree, and it is my intent, to electronically sign this document by typing my name. By submitting this e-document to Hunt Hollow in this way, I understand that my e-signing and submitting is the legal equivalent of having placed my handwritten signature and affirmation on the submitted document. If I am signing on behalf of any minors, I acknowledge that I have the legal capacity to do so. If I am signing this document on behalf of an adult participant, I acknowledge that I have the authority to do so and that Hunt Hollow is relying on this representation, and I further agree to be personally bound by the terms of this agreement.