



SHANTY CREEK RESORTS

SEASON PASS & RELEASE AGREEMENT * SHANTY CREEK RESORTS
RELEASE OF LIABILITY, INDEMNITY AND MEDICAL AUTHORIZATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I, _____ Individually (or as Parent or Guardian of _____, a minor), am aware that skiing, snowboarding, race events and related activities are HAZARDOUS and involve many RISKS and DANGERS including, but not limited to: boarding, riding and disembarking ski lifts; falls from lifts or from evacuation equipment, encounters with on-going snow making and grooming; changing weather conditions; contact with exposed rock, earth, ice and other natural objects including but not limited to trees, tree stumps, and forest dead fall; snow or ice on or beneath the skiing and snowboarding surface; changes or variations in the skiing and snowboarding terrain which may create blind spots or areas of reduced visibility; changes or variations in the skiing and snowboarding surface or subsurface, including changes due to man-made or artificial snow, variable and difficult snow conditions; slick walking surfaces, the presence of streams, creeks and exposed holes in the snow pack; snowcat roads, road-banks or cut-banks; impact or collision with lift towers, fences, ropes, buildings, posts, boundary markers, snow making equipment, snow grooming equipment, snowmobiles or other vehicles, equipment or structures; impact or collision with other skiers; equipment failure or malfunction; negligence of other skiers and; negligence on the part of Shanty Creek Resorts, its employees, owners, officers, representatives, directors, shareholders, agents, volunteers and vendors. I am aware that the RISKS, DANGERS and HAZARDS referenced above exist throughout the Shanty Creek Resorts and that many are unmarked.

I agree to conduct myself within the limits of my individual ability while at Shanty Creek Resorts and agree not to act, ski or snowboard in a manner that might contribute to injuries. I understand that I am the sole judge of my ability to negotiate a track, trail or slope. I understand that I am solely responsible for reading and understanding all signage and instructions on the premises and for complying with them. In consideration of Shanty Creek Resorts accepting me and/or the Minor as a Season Pass Holder and permitting me and/or the Minor to use Shanty Creek Resorts' ski lifts, parking and other facilities, and to participate in races and special events, I HEREBY EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH MY AND/OR THE MINOR'S PARTICIPATION IN SKIING, SNOWBOARDING OR OTHER ACTIVITIES AT SHANTY CREEK RESORTS, INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE. _____ (Initial here).

ADULT/PARENT/GUARDIAN: In further consideration, I hereby **Release, Hold Harmless, Indemnify and Defend** Shanty Creek Resorts and its employees, owners, officers, representatives, directors, shareholders, agents, affiliates and vendors (collectively "Shanty Creek Resorts") from any and all claims, actions, losses, suits, damages, and allegations, including claims or actions brought by any person, including but not limited to the Minor (if applicable) in relation to or arising out of my participation or the participation of the Minor in skiing, snowboarding, racing, special events or other activities at Shanty Creek Resorts, and any and all claims related to or arising from incidents that occurred prior to, on and/or following the date of this release, including, but not limited to: allegations of negligence, including the negligence of Shanty Creek Resorts, breach of contract, breach of any statutory duty or other duty of care and breach of express or implied warranty. I further agree to **Indemnify, Hold Harmless and Defend** Shanty Creek Resorts from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Shanty Creek Resorts may sustain in relation to or arising out of my participation or the participation of the Minor in skiing, snowboarding, racing, special events or other activities at Shanty Creek Resorts. _____ (Initial here).

I consent to and authorize the taking of photographs and/or videos during my and/or the Minor's visit to Shanty Creek Resorts. I authorize use of the photos/videos in advertising, displays, web sites, social media, all forms of electronic media, brochures, or publications without notification. I waive any and all rights to privacy in the photos/videos, the right to approve the finished photos/videos, printed or electronic matter and the right to arising from or related to the use of the photos and/or videos. _____ (Initial here).

I recognize that situations may arise where emergency or emergent medical or dental care may be necessary for me and/or the minor. I authorize Shanty Creek Resorts to render first aid and to call for medical and/or dental care if, in their opinion, such medical or dental care is needed. I agree to pay for all expenses and costs associated with such care arelated transportation. _____ (Initial here).

I understand this **Release of Liability, Indemnity and Medical Authorization Agreement** shall be binding upon my and the minor's assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Shanty Creek Resorts as a complete bar and defense against any and all claims, demands, or causes of action by or on my behalf or on behalf of minor. Any provision of this **Release of Liability, Indemnity and Medical Authorization Agreement** which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect. I acknowledge that this activity is taking place in the State of Michigan and I further agree that only the laws of the State of Michigan shall apply in the construction or application of this Agreement. _____ (Initial here).

I understand that season passes are non-transferable and non-refundable. I understand that legal action will be taken against Season Pass Holders found to be using or allowing the use of season passes fraudulently. A \$50 fee will be charged to reissue a lost or stolen Season pass. I understand that if I forget my Season pass, I will be charged the lift ticket rate to receive skiing privileges. _____ (Initial here).

I HAVE READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND THAT IT IS A CONTINUING RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I HAVE THE AUTHORITY TO ENTER INTO IT ON MY BEHALF AND OR ON BEHALF OF THE MINOR. I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Name of Season Pass Holder
(Please Print)

Name of Parent or Guardian if Season Pass
Holder is under 18 yrs old (Please Print)

Date

Signature of Season Pass Holder
(if over 18 yrs old)

Signature of Parent or Guardian if Season
Pass Holder is under 18 yrs old

Phone Number of Season Pass
Holder or Parent/Guardian

Birthdate of Pass Holder

Email Address