



SHANTY CREEK RESORTS

SHANTY CREEK RESORTS
SCHOOL PROGRAM RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION FOR MINORS

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

I, _____, Individually and as Parent or Guardian of _____ (Hereinafter the Student) am aware that skiing and snowboarding are HAZARDOUS and involve many RISKS and DANGERS including, but not limited to: boarding, riding and disembarking ski lifts; encounters with ongoing snow making and grooming; changing weather conditions; contact with exposed rock, earth, ice and other natural objects including but not limited to trees, stumps, and branches; snow and ice on or beneath the skiing surface; changes or variations in the skiing and snowboarding terrain which may create blind spots or areas of reduced visibility; changes due to man-made or artificial snow, variable and difficult snow conditions; slick walking surfaces, the presence of hidden or visible water and 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, other vehicles, Shanty Creek Resort equipment or structures; impact or collision with other persons; 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 and vendors.

I am aware that RISKS, DANGERS and HAZARDS exist throughout the Shanty Creek Resort and that many are unmarked. In consideration of Shanty Creek Resorts allowing the Student to participate in the School Program and preparatory training, INDIVIDUALLY AND AS PARENT/GUARDIAN OF THE STUDENT I HEREBY EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH MY OR THE STUDENT'S PARTICIPATION IN THE PROGRAM INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF SERIOUS PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE. _____ (Initial here)

ADULT/PARENT/GUARDIAN: In consideration of Shanty Creek Resorts allowing the Student to participate in the School Program and preparatory training at Shanty Creek Resorts and permitting him/her to use Shanty Creek Resorts' ski lifts, slopes, terrain parks, restaurants, parking and other facilities, I agree to **Release, Hold Harmless, Indemnify and Defend** Shanty Creek Resorts, its employees, volunteers, owners, officers, representatives, directors, shareholders, agents and vendors (collectively "Shanty Creek Resorts") from any and all claims, actions, losses, suits, damages, and allegations, including claims or actions brought by me or the Student and claims related to or arising from my participation or the participation of the Student in the School Program, including but not limited to 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 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 they may sustain in relation to or arising out of the Student's participation in the program. _____ (Initial here).

In the event of malfunction of the Student's ski or snowboard equipment, I authorize Shanty Creek Resorts to repair the equipment or replace the equipment with Shanty Creek Resorts equipment if required so that the Student may continue to participate in the Program. I agree to pay for all expenses and associated costs with such rental or repair. I further agree to be bound by the terms and conditions of the RENTAL AND LIABILITY RELEASE AGREEMENT, a copy of which is available for me to review upon request. I agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND** the Shanty Creek Resorts and rental shop from and against any and all claims related to or arising from the Student's use of rental equipment. _____ (Initial here).

I consent to and authorize the taking of photographs and/or videos during my or the Student's visit to Shanty Creek Resorts. I grant permission to Shanty Creek Resorts to use said photographs and/or videos in advertising, displays, web sites, brochures, social media, other forms of electronic media, illustrations or publications without notifying me. I hereby waive any and all rights to privacy in the photographs/videos and to compensation related to the use of the photographs 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 Student. I authorize Shanty Creek Resorts to render first aid to me and to the Student 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 and related transportation. I understand this **Release and Indemnification Agreement** shall be binding upon my and the Student'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 and behalf of the Student. Any provision of this **Release and Indemnification 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 the laws of the State of Michigan shall apply in the construction or application of this Agreement.

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 ON BEHALF OF THE MINOR. I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Name of Student (Please Print)

Name of Student's Parent/Guardian (Please Print)

Contact/Phone No.

Date of Birth of Student

Signature of Parent/Guardian

Date

Email Address