



**2009-2010 SNOWSPORTS SCHOOL RELEASE OF LIABILITY,  
INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION**

1. I, \_\_\_\_\_, Individually (or as Parent or Guardian of \_\_\_\_\_, a Minor), hereby state that I am aware that skiing and snowboarding involves many risks, dangers and hazards, including, but not limited to: boarding, riding and disembarking ski lifts; changing weather conditions; exposed rock, earth, ice and other natural objects including but not limited to trees, tree stumps, and forest dead fall; the condition of snow or ice on or beneath the skiing surface; changes or variations in the skiing terrain which may create blind spots or areas of reduced visibility; changes or variations in the skiing surface or subsurface, including changes due to man-made or artificial snow, variable and difficult snow conditions; streams, creeks and exposed holes in the snow pack above streams or creeks; snowcat roads, road-banks or cutbanks; impact or collision with lift towers, fences, snow making equipment, snow grooming equipment, snowcats, snowmobiles or other vehicles, equipment or structures; impact or collision with other skiers; the failure to ski safely or within one's own ability or within designated areas; negligence of other skiers and; negligence on the part of Crystal Mountain, its agents, servants and employees. I am also aware that the risks, dangers and hazards referred to above exist throughout the ski area and that many are unmarked.

2. In consideration of Crystal Mountain accepting my or my child's participation in the Snow Sports School, race or special event program, and being permitted to use Crystal Mountain ski lifts, slopes, terrain parks, restaurants, parking and/or other facilities, INDIVIDUALLY AND AS PARENT/GUARDIAN OF THE MINOR I HEREBY EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH MY OR THE MINOR'S PARTICIPATION IN THE PROGRAM INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF SERIOUS PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE. (Initial Here \_\_\_\_\_)

3. **ADULT/PARENT/GUARDIAN:** I AGREE TO **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND** CRYSTAL MOUNTAIN AND ITS AGENTS, EMPLOYEES, DIRECTORS, OFFICERS AND SHAREHOLDERS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES AND DAMAGES INCLUDING, BUT NOT LIMITED TO: NEGLIGENCE, INCLUDING THE NEGLIGENCE OF CRYSTAL MOUNTAIN, ITS AGENTS, SERVANTS AND EMPLOYEES, BREACH OF CONTRACT, BREACH OF ANY STATUTORY DUTY OR OTHER DUTY OF CARE AND BREACH OF EXPRESS OR IMPLIED WARRANTY, RESULTING IN PERSONAL INJURY, DEATH OR PROPERTY DAMAGE AND ARISING FROM MY OR THE MINOR'S PARTICIPATION IN THE SNOW SPORTS SCHOOL, RACE OR SPECIAL EVENT, SKIING, SNOWBOARDING OR OTHER ACTIVITIES AVAILABLE ON CRYSTAL MOUNTAIN'S PREMISES. (Initial Here \_\_\_\_\_)

4. I recognize that emergency or emergent medical or dental care may be necessary for the child. I further authorize Crystal Mountain, its agents, servants or employees to render first aid and to call for medical and/or dental care of the child if, in the opinion of Crystal Mountain, its agents, servants or employees, including first aid personnel, such medical or dental care is needed. I agree to pay for all expenses and costs associated with such care and related transportation.

5. Any provision of this Agreement and Release 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.

6. I understand this Release shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Crystal Mountain Resort as a complete bar and defense against any and all claims, demands or causes of action by or my behalf.

7. Any provision of this Agreement and Release 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.

8. I consent to and authorize the taking of photographs and/or videos during my or the minor's visits to Crystal Mountain. I grant permission to Crystal Mountain and its agents or employees to use said photographs and/or videos in advertising, displays, web sites, brochures, 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 HAVE CAREFULLY READ THE FOREGOING RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION. I UNDERSTAND ITS CONTENTS AND THAT IT IS BINDING DURING THE ENTIRE 2009-2010 SKI SEASON. I HAVE THE AUTHORITY TO ENTER INTO IT ON BEHALF OF THE MINOR (IF APPLICABLE). I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

\_\_\_\_\_  
Name of Participant (please print)

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
If participant is a minor, name of Parent/Guardian (please print)

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Date