



CHILDCARE RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION
2019-2020

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 _____, a Minor, state that I am aware that I am responsible for my child at all times while he/she is at Crystal Mountain Resort ("Crystal Mountain"), including while he/she is participating in the Childcare Programs including, but not limited to: Ski and Care, Adventure Care, Kid's Night Out, Adventure Camp, Camp Nursery and any Childcare program. I understand that Crystal Mountain is an on-site care facility and that I am required by law to stay on Crystal Mountain property while my child is enrolled in any Childcare Program. I understand that these programs include, but are not limited to: outside and indoor activities, use of playground equipment and that participation in these and other activities involves many RISKS, DANGERS and HAZARDS, including, but not limited to: natural and environmental hazards, changing weather conditions, slips and falls, bumps, bruises, brain damage, cuts, insect bites, other serious injuries and death, negligence of other participants; and negligence on the part of Crystal Mountain, its employees, owners, officers, representatives, directors, shareholder, agents and vendors. I realize that injuries during participation in Childcare Programs are a common and ordinary occurrence of these activities.

In consideration of Crystal Mountain allowing the Minor to participate in Childcare Programs, I HEREBY EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH THE MINOR'S PARTICIPATION IN THE CHILDCARE PROGRAMS INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF SERIOUS PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE resulting from or associated with the Minor's participation in Childcare Programs. I waive any claim I may have related to the Minor's participation in Childcare Programs. _____ (Initial here).

ADULT/PARENT/GUARDIAN: In further consideration, I hereby Release, Hold Harmless, Indemnify and Defend Crystal Mountain and its employees, owners, officers, representatives, directors, shareholders, agents and vendors (collectively "Crystal Mountain Resort") from any and all claims, actions, losses, suits, damages, and allegations, including claims or actions brought by the Minor and 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 Crystal Mountain Resort, 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 Crystal Mountain Resort from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Crystal Mountain Resort may sustain in relation to or arising out of the Minor's participation in the Childcare Program. _____ (Initial here).

I authorize the taking of photos and/or videos during the Minor's participation in the Childcare Programs. I authorize use of the photos/videos in advertising, displays, web sites, electronic or social 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, electronic or social media matters 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 a Minor. I authorize Crystal Mountain Resort 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 and related transportation. I understand this Release and Indemnification Agreement 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. 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 only the laws of the State of Michigan shall apply in the construction or application of this Agreement. I understand and acknowledge that this Release of Liability, Indemnity Agreement and Medical Authorization is applicable today and on each of the Minor's subsequent visits to Crystal Mountain.

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 2019-2020 SEASON. I HAVE THE AUTHORITY TO ENTER INTO IT AND I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Name of Minor (Please Print)

Name of Parent or Guardian (Please Print)

Date

Date of Birth of Child

Signature of Parent/Guardian

Phone Number of Parent/Guardian

Emergency contact (PLEASE PRINT): Name Phone number

Name of Minor
(Please Print)

Name of Parent or Guardian
(Please Print)

Date

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