

SEASON PASS - ADULT  
2020-2021

**RELEASE OF LIABILITY, INDEMNITY AND MEDICAL AUTHORIZATION AGREEMENT FOR  
ADULTS**

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

I, \_\_\_\_\_ (print name), 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 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; slick walking surfaces including, but not limited to sidewalks and parking lots, 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, trees, manmade features, pipes, rails, jumps, 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; negligence of other skiers and; negligence on the part of Crystal Mountain, its employees, owners, officers, representatives, directors, shareholders, agents, and vendors. I am aware that the RISKS, DANGERS and HAZARDS referenced above exist throughout the Resort and that many risks, dangers and hazards are unmarked.

I agree to conduct myself within the limits of my individual ability while at Crystal Mountain 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. The Holder understands that he/she is solely responsible for reading and understanding all signage and instructions on the premises and for complying with them. In consideration of Crystal Mountain accepting me as a Season Pass Holder and permitting me to use Crystal Mountain's 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 PARTICIPATION IN SKIING, SNOWBOARDING OR OTHER ACTIVITIES AT CRYSTAL MOUNTAIN, INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE. IN FURTHER CONSIDERATION OF USING THIS PASS AND THE CRYSTAL MOUNTAIN FACILITIES THE PURCHASER AND USER OF THE PASS AGREES NOT TO SUE CRYSTAL MOUNTAIN, ITS EMPLOYEES, OWNERS, OFFICERS, REPRESENTATIVES, DIRECTORS, SHAREHOLDERS, AGENTS AND VENDORS ("COLLECTIVELY "CRYSTAL MOUNTAIN RESORT"). \_\_\_\_\_ (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 and vendors (collectively "Crystal Mountain Resort") from any and all claims, actions, losses, suits, damages, and allegations, 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 duty 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 my participation in skiing, snowboarding, racing, special events or other activities at Crystal Mountain Resort. \_\_\_\_\_ (Initial here).

I consent to and authorize the taking of photographs and/or videos during my visit to Crystal Mountain. I grant permission to Crystal Mountain Resort to use said photographs and/or videos in advertising, displays, web sites, and brochures, other forms of electronic and social 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 rise where emergency or emergent medical or dental care may be necessary for me. 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** proven 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 that season passes are non-transferable and non-refundable. I understand that legal action will be taken against HOLDERS found to be using season passes fraudulently. A \$50 fee will be charged to reissue a lost or stolen pass.

**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 2020-2021 SKI SEASON AND GOING FORWARD. I HAVE THE AUTHORITY TO ENTER INTO IT AND I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I FURTHER AGREE THAT MY ELECTRONIC SIGNATURE CONSITUTES MY ACCEPTANCE.**

\_\_\_\_\_  
Name of Participant  
(Please Print)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Phone Number of Participant

JB9/20