

WAIVER AND RELEASE



NOTICE: This waiver form is a binding legal contract and by signing the agreement you are waiving important legal rights in consideration of being permitted to use the premises and/or equipment of Crystal Lake Camps and/or Crystal Lake Ski Center (herein the "SKI CENTER"). The participant named below, and the persons or guardian signing for them, voluntarily sign this release in being made aware of the inherent risks in participating in outdoor sporting events including (but not limited to) cross-country skiing, downhill skiing, snowboarding, sledding, snowshoeing, and ice skating.

WARNING. There are significant elements of risk in any adventure sport or activity that is associated with an outdoor adventure site such as at the Ski Center. Although we have taken reasonable steps to provide you with the appropriate equipment and/or skilled instructors so that you can enjoy this Ski Center, for which you may or may not be skilled, we do hereby remind and put you on notice that the Ski Center has foreseeable and unforeseeable risks and that certain risks cannot be eliminated without destroying the unique or exciting character of this Ski Center. By signing this document, you acknowledge that you have carefully read this Waiver and understand that the same elements which contribute to the unique and/or exciting activity of outdoor sports can also be the causes of accidental injury, including serious injury and in extreme cases permanent trauma or death. These risks include but are not limited to: (1) slips, falls or collisions while using the trails, facilities, floors, and/or any other facilities or equipment, or falling into open water or through ice and drowning; (2) misuse of equipment or facilities or failure of equipment, including but not limited to worn or defective skis, poles, bindings, boots, snowshoes, and/or safety equipment; (3) your physical strength, coordination, sense of balance or ability to give or follow directions when skiing, sledding, snowboarding, snowshoeing, or participating in any other of the Ski Center's activities; (4) cuts, abrasions, broken bones, or other bodily harm from entanglements with either living or downed trees and branches, rocks, streams, lakes, steep slopes, ice, variations in terrain, moguls, other natural hazards, ropes, fences, lift towers or other equipment obstacles and hazards; (5) bad decision making by you or by your co-participants, or any guardian present or signing on your behalf; (6) the presence and actions of any other persons participating in the Ski Center's activities; (7) the presence of wild and domesticated animals that can act without notice and potentially cause significant bodily harm; and (8) trail conditions that vary constantly due to weather changes and skier use.

Intending to be legally bound, I agree as follows:

EXPRESS ASSUMPTION OF RISK. In full recognition of the inherent risks in the Ski Center for which I, and any minor children participating for whom I am signing, do confirm that I/We are physically and mentally capable of participating in the Ski Center's activity and/or using the equipment and facilities of Crystal Lake Camps and/or Crystal Lake Ski Center. I/We participate voluntarily and **DO ASSUME FULL RESPONSIBILITY** for damage, loss or injury to any minor child I am signing for and myself. **I/WE ASSUME THE RISKS** of personal injury, accident or illness, including but not limited to sprains, wounds, torn muscles or ligaments, fractured or broken bones, contusions, cuts or abrasions, neck and spinal injuries, head injuries, eye injuries, shock, paralysis, trauma, permanent disfigurement, or death. **I/We ASSUME SUCH RISK** even if the injury or damage is caused by the negligence of others. I/We hereby acknowledge the aforementioned risks are examples only and that there are many other

risks of potential injury and/or hazards involved in outdoor sports and using the facilities/equipment.

WAIVER AND RELEASE. On behalf of myself and any child I am signing for, I do hereby knowingly and intentionally waive and release the Ski Center from any claims for injury or damage which results from my participation, and voluntarily waive, release, indemnify and do hold harmless the Ski Center and its agents, employees and officers from any actions, claim or suit for loss or liability which I or my successors, heirs or assigns may have for any injury, paralysis, loss or death to myself and any child I am signing for arising out of or related to my use of the facilities and/or use of equipment, whether or not caused by a released party, and whether or not the equipment is used on or off the Ski Center premises.

Date(s) of visit: _____/_____/_____ to: _____/_____/_____ Season
Pass Holder
MONTH DAY YEAR MONTH DAY YEAR CIRCLE IF APPLICABLE

Parent/Guardian #1 Printed Name: _____

Parent/Guardian #1 Signature: _____ Phone: (____) _____-_____

Parent/Guardian #2 Printed Name: _____

Parent/Guardian #2 Signature: _____ Phone: (____) _____-_____

Address: _____ City: _____ State: _____
Zip: _____

Email: _____ Winter/Ski Spring/Fall
Lodging

(CIRCLE WHICH EMAIL LISTS YOU WOULD LIKE TO BE ADDED TO)

FOR PARENT/GUARDIAN OF A MINOR

I hereby represent that I am the parent or guardian of the minor(s) whose name(s) appear below. I have read and consent and agree to the terms and conditions herein, on behalf of myself and said minor(s), including rental waiver as given below, if applicable.

CHILD #1 Printed Name: _____ DOB: _____
_____/_____/_____
DAY YEAR MONTH

CHILD #2 Printed Name: _____ DOB: _____
_____/_____/_____
DAY YEAR MONTH

CHILD #3 Printed Name: _____ DOB: _____
_____/_____/_____
DAY YEAR MONTH

SKI EQUIPMENT RENTAL WAIVER & AGREEMENT

I agree that I am renting ski equipment with the understanding that skiing is a hazardous sport. I accept for use, as is, the equipment listed on this form and accept full responsibility for the care of the equipment while it is in my possession and use and agree to reimburse Crystal lake Ski Center for any loss or damage other than reasonable wear resulting from use, unless insured. I understand I must pay for lost equipment regardless of insurance.

By signing above, I agree to release, indemnify, and hold harmless Crystal Lake Ski Center, Crystal Lake Camps, their employees, agents, directors, and officers from all claims and demands whatsoever for injury to or death of myself or any person, or damage to property arising from or in any manner related to the furnishing or adjustment of equipment by Crystal Lake Ski Center or Crystal Lake Camps pursuant to this rental agreement. **RENTER'S INITIALS:**_____

User Name	Ski #	Boot #	Snowshoes	Ice Skates