

Release of Liability - READ BEFORE SIGNING



PARTICIPANT NAME (PLEASE PRINT)

PHONE NUMBER

DOB

EMAIL ADDRESS

ADDRESS

In consideration of being allowed to participate in any way in the event, related events and activities, the undersigned acknowledges appreciates and agrees that:

1. I understand that use of 49° North Mountain Resort facilities, including but not limited to skiing, snowboarding, snowshoeing, the use of aerial and surface lifts, use of equipment, and other facilities including buildings, decks, walkways, and parking lots, is HAZARDOUS. Falls and injuries are a common occurrence and you must keep deliberate and conscious control of your physical body, both on the ground and in the air, while properly using your equipment in variable weather and other conditions. Ski, snowboard, and snowshoe only within your ability. Safety is directly affected by your judgment in the severe elements of rough, high mountain terrain. Be alert to all risks, hazards and dangers, including but not limited to: Variations in weather, in-bounds avalanches, deep snow immersion and suffocation, variations in terrain (including terrain features, steepness and other variations, whether natural or as a result of slope design or grooming), surface or subsurface snow or ice conditions whether natural or machine-made, bare spots, rocks, trees, stumps, and other forms of forest growth or debris, lift towers and components thereof, other ski area components including lights, fences, posts, and signs, all of the foregoing whether above or below the snow surface; pole lines, snowmaking equipment, and other equipment, vehicles and machines including snowmobiles and snowcats; collision with any person, vehicle or object whether natural or man-made; and,

2. With knowledge and appreciation of the risk of injury, I nevertheless desire to participate in the event/session and expressly assume the risk of myself being injured by participating in the event/session, knowing for myself that it is each skier or rider's sole and individual responsibility to know the range of his or her own ability to negotiate any course or feature at all times while skiing, to heed all posted warnings, to ski only in a skiing area designated by the ski area operator and to refrain from acting in a manner which may cause or contribute to the injury of anyone.

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If however I observe any unusual significant hazard during my presence of participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4. I, for myself and on behalf of my heirs, personal representatives and next of kin, HERBY RELEASE, HOLD HARMLESS & INDEMNIFY the CMR LANDS, LLC, CMR OPS, LLC, CMR F&B, LLC, ECLECTIC, LLC, 49° North Wintersports Foundation, any & all successor entities or successors in interest (including, but not limited to, individuals, partnerships, LLCs, corporations, etc.), and their agents, officers, directors, owners, contractors, volunteers, employees and insurers (COLLECTIVELY, THE "Released Parties") the officers, officials, agents and/or employees, other participants sponsoring agencies, sponsors, advertisers and, if applicable, owners and leasers of premises used to conduct the event ("Released Parties"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT SIGNATURE

DATE

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINOR AGE

(UNDER 18 AT TIME OF REGISTRATION)

This is to certify that I, as a parent/guardian with legal responsibility of this participant, do consent and agree to his/her release as provided above, of all the Releasees, and, of myself, my heirs, assigns, and next of kin, I release and agree to INDEMNIFY AND HOLD HARMLESS the Releasees from any and all liabilities incident to my minor child's involvement of participating in these programs as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

PARENT/GUARDIAN (PRINT NAME)

EMERGENCY CONTACT/PHONE NUMBER

PARENT/GUARDIAN SIGNATURE

DATE