



Paoli Peaks Release of Liability, Indemnification Agreement

As a condition of being able to use the ski area premises and the designated on trail spectator are, I hereby assume all risks associated with the use of this snowpass, or recreational activities at Paoli Peaks, Inc. I expressly agree to release, hold harmless and indemnify Paoli Peaks, Inc. and Peak Resorts Inc., their employees, agents, judges, officers and directors, instructors, contractors, ski patrol members and other candidates (hereinafter collectively referred to as "Paoli Peaks") from and against any and **all liability, claims, demands**, and causes of action whatsoever arising out of or relating to any loss, damage, or injury, of any kind or nature, including death, that may be sustained or incurred by or on behalf while participating in the training, competitions, testing, and/or clinics including, but not limited to, those injuries, losses and or/damages caused in whole or in part by the negligence and/or breach or warranty, either expressed or implied, of Paoli Peaks. I understand that the use of the snowpass, ski lifts, recreational activities, and walking on the slopes may require me to engage in potentially dangerous or hazardous activities. I further acknowledge that my participation involve certain risks, which may cause or contribute to injury and/or death.

I understand that this Release is contractual in nature and, therefore, is fully binding on both me and Paoli Peaks. I also understand that this Release is binding not only on me but also on my heirs, administrators, executors and/or assigns. I completely understand this Release, its terms and conditions, and the totality of its effect. **This Release is signed voluntarily of my own free will.**

RELEASE/INDEMNIFICATION: I further agree to **Release, Hold Harmless and Indemnify** the Paoli Peaks from any and all liability for personal injury including death, and property damage from any alleged **NEGLIGENCE** in the operation, maintenance or design of the Ski Areas and from my participation in any activities at the Ski Areas. **I accept for myself the full responsibility for any and all such damage of injury of any kind that may result from my actions.**

I agree that this Release will be governed by the laws of the state of Indiana and that the exclusive jurisdiction from any disputes will be in the state or federal courts of the state of Indiana. If any portion of this Release is found to be void or unenforceable, then all other portions thereof shall remain in full force and effect.

I HAVE CAREFULLY READ THE FORGOING LIABILITY RELEASE. I FULLY UNDERSTAND ITS CONTENTS AND SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND BINDING LEGAL EFFECT.

Event: _____ Event Date: _____

Please Print CLEARLY

Name _____ D.O.B _____ Ski Snowboard

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

Phone: _____ Email: _____

of Years Racing: _____ Skier/Boarder Skill Level 1 2 3

By filling out this sheet, you will automatically be added to our mailing list. Your information will not be shared with 3rd parties or any other company than our own. If you do not wish to be put on our mailing list, please check this box.

Participant Signature: _____ Date: _____

PARENTS AND MINORS: As a parent/guardian with legal responsibility of the minor listed above, I represent that I am authorized to enter into this agreement for the minor child. I consent and agree that I, for myself, and for the said minor will be bound by this **Liability Release, Indemnification Agreement** and I hereby indemnify the Ski Areas for any judgment, legal expenses and settlements arising out the child's participation or presence at the Ski Areas resulting for any alleged **NEGLIGENCE** by the Ski Areas in the operation, maintenance or design of the Ski Areas and any other conditions of the Ski Area's premises.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Date: _____