

Event: _____ **Date:** / / **Bib#** _____

Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Age: _____ **DOB:** ____ / ____ / ____ **SEX** M F **Email:** _____

Mountain Creek respects your privacy. Your personal information is not shared, without your consent, with third parties for the purpose of marketing or selling their products and services. For more information please go to mountaincreek.com/privacy.

Ability: **Beginner** **Intermediate** **Advanced** **Pro/Elite**

This Event Has Been Designated: Non-Inverted Aerial Maneuvers

MOUNTAIN CREEK RESORT EVENT RELEASE FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

THIS AGREEMENT is made between **MOUNTAIN CREEK RESORT, INC.** its representatives, agents officers, directors, servants and employees (collectively referred to as "MOUNTAIN CREEK"), and the undersigned (referred to as "I"). MOUNTAIN CREEK AND I agree as follows:

1. In exchange for, and in consideration of Mountain Creek making this Pass, Program or Event and the ski area available to me for participation in the sport of skiing/boarding, I acknowledge and agree to observe and be bound by the posted rules, warnings, the New Jersey Ski Statute N.J.S.A. 5:13-1 et seq. and Your Responsibility Code, as published on the Skier's Guide and/or Trail Map. I understand and agree that I will report any injury to myself, or collision with another skier, a piece of equipment or a stationary object to Mountain Creek's Ski Patrol immediately.

2. **WARNINGS.** I, the undersigned (or legal guardian of the undersigned) acknowledge that skiing, snowboarding, snowboard freestyle competition (possibly including aerial or off snow maneuvers), ski racing and related activities are **EXTREMELY HAZARDOUS** activities and that I have made a voluntary choice to participate in those activities despite the **EXTREME** risks that they present. I agree with the premise that a participant is a competitor at all times, whether practicing for competition or in competition. I agree that the competitor is always provided an opportunity to conduct a reasonable physical and visual inspection of the training, race or competition course, and I agree to physically and visually inspect the course before competing or training. I agree and understand that the competitor will be held to assume the risk of all course conditions including but not limited to, weather and snow conditions, premises, course construction or layout, other competitors, spectators and obstacles. In consideration of my being permitted to participate in the event named above, I agree to **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** which might be associated with or result from my participation. Mountain Creek does not make any guarantees or representations as to the safety of the equipment I am using. I understand that any snow bank, netting, fencing or other devices erected are designed only to protect spectators and are not designed to protect participants, that it is possible that I might leave the course, collide with other persons or structures on the course, or lose control and fall on the course, etc. Accordingly, I understand that I must control myself at all times and anticipate the unexpected and that **I AM SOLELY RESPONSIBLE FOR MY OWN SAFETY.**

Furthermore, it is understood that the event for which this release is being used, is an event, which requires participants to wear a helmet and is one which does not allow, permit or condone inverted aerial maneuvers of any type or description. Attempting any inverted aerial maneuver of any type will result in **immediate disqualification.**

3. **WARNINGS RELATED TO SKI RESORT OPERATION.** I acknowledge that operating a ski resort in New Jersey requires the use of snowmobiles, grooming machines, and snowmaking equipment. I acknowledge that **CONTACT WITH SNOWMOBILES, SNOWMAKING EQUIPMENT OR GROOMING MACHINES MAY RESULT IN SERIOUS INJURY OR DEATH.** Snowmaking equipment can be located off-trail, on the edges and sides of trails, and sometimes even in designated places on trail. I further acknowledge that by skiing on the edge of trails or skiing off-trail may cause me to come into contact with **SNOWMAKING EQUIPMENT, LIGHTING OR GROOMING MACHINES. I AGREE TO MAINTAIN A SAFE DISTANCE AT ALL TIMES AWAY FROM THE EDGE OF TRAILS, OFF TRAIL AREAS, SNOWMAKING EQUIPMENT, LIGHTING OR GROOMING MACHINES.**

4. **HELMET DISCLAIMER.** As of November 1, 2011, per New Jersey State Law, all persons under 18 years of age engaged in the activity of downhill skiing or operation of snowboards, including the use of ski tows, lifts and tramways, shall wear a securely fitted protective helmet; specifically, one which was designed to be used while engaged in the activity of recreational downhill skiing.

I acknowledge that a helmet designed for RECREATIONAL SNOW SPORTS use may help reduce the risk of some types of injuries to the user at slower speeds, but that I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn. MOUNTAIN CREEK recommends wearing helmets for skiing and snowboarding. Skiers and snowboarders are encouraged to educate themselves on the benefits and limitations of helmet usage. The primary safety consideration, and obligation under Your Responsibility Code, is to ski and ride in a controlled and responsible manner.

5. **RELEASE, INDEMNITY AND ASSUMPTION OF RISKS OF SPORT.** I understand and **EXPRESSLY AGREE** that skiing in its various forms is an inherently hazardous sport that has many dangers and risks. I realize that injuries are a common and ordinary occurrence of this sport. As a condition of being permitted to use any and all of the facilities of the ski area, **I FULLY RELEASE MOUNTAIN CREEK AND AGREE TO EXPRESSLY ASSUME ALL RISKS** of personal injury, death or loss or damage to any of my property. I release MOUNTAIN CREEK from any and all claims related to (1) the inherent risks of the sport; (2) abrupt changes in weather conditions; (3) hazards normally associated with the varying conditions of snow or undercover, including skier use; and (4) the location of man-made facilities and equipment necessary for the ordinary operation of the ski area, such as transportation or grooming vehicles, towers, fencing of any type, or any other object or piece of equipment utilized in connection with the maintenance of trails, buildings or other facilities used in connection with skiing, snowboarding or snowmaking

6. **CHOICE OF VENUE-SUSSEX COUNTY.** I AGREE that any and all disputes between myself and Mountain Creek arising from my participation in the sport of skiing shall be GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY and the EXCLUSIVE JURISDICTION thereof will be in the state or federal courts of the STATE OF NEW JERSEY and venue in the state Court shall be **SUSSEX COUNTY, NEW JERSEY.**

7. **PHOTO RELEASE.** I consent to Mountain Creek, to record and reproduce my image and/or performance for the use in company promotional materials including commercials, travel videos, brochures and any other related materials. Additionally, I agree that Mountain Creek shall have the right to distribute the promotional materials to any and all television, video outlets, publishers and/or printers in the universe, and that Mountain Creek shall be the sole owner of any/all such materials.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties. **I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

Participant's Signature: _____

DATE: ____ / ____ / ____

 PRINT NAME OF PARENT/GUARDIAN (IF UNDER 18)

 SIGNATURE OF PARENT/GUARDIAN (IF UNDER 18)