



EVENT/ COMPETITION LIABILITY RELEASE AGREEMENT

WARNING AND ACCEPTANCE OF RISKS

Skiing, snowboarding, event/competition jumping and other snowsports activities (hereinafter referred to collectively as "snowsports"), including the use of lifts, have inherent and other risks of injury and death. These risks include but are not limited to falls or collisions due to: variations in snow, steepness and terrain, trail side drop---offs, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, utility lines, poles and guy wires, snowgrooming vehicles and equipment, snowmobiles, snowmaking equipment, trail fences, control nets and the absence of such fences and nets, and other forms of natural or man---made obstacles on or off designated trails, as well as collisions with equipment, obstacles, other snowsports users or spectators. Trail conditions vary constantly because of weather changes and use by snowsports users. These are some, but not all, of the risks of snowsports. All of these risks can result in serious and/or fatal injury.

I acknowledge and understand that I must inspect the event/competition elements, terrain, and features before I ski or ride over them to evaluate the risks and degree of difficulty before participating in the event/competition. The participation in event/competition may result in my body becoming inverted (either deliberately or involuntarily) and that inverted maneuvers may result in injury or death. I am solely responsible knowing and understanding my ability to participate in event/competition.

RELEASE OF LIABILITY

IN CONSIDERATION OF THE ABOVE AND OF BEING ALLOWED TO PARTICIPATE IN THE SPORT OF SKIING, SNOWBOARDING, OR TUBING (HEREINAFTER "SNOWSPORTS") I AGREE FOR MYSELF, MY CHILD OR WARD, THAT **I WILL NOT SUE AND WILL RELEASE FROM ANY AND ALL LIABILITY**, HIDDEN VALLEY GOLF & SKI, INC. SNOW CREEK, INC., AND PEAK RESORTS, INC., THEIR OWNERS, OPERATORS, LESSORS, LESSEES, OFFICERS, AGENTS, AND EMPLOYEES (HEREINAFTER "RELEASEES") IF I OR MY CHILD OR WARD IS INJURED WHILE USING ANY OF THE RELEASEES FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF **NEGLIGENCE** ON THE PART OF THE RELEASEES.

FOR MYSELF, MY CHILD, OR WARD, I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS HIDDEN VALLEY GOLF & SKI, INC. SNOW CREEK, INC., PEAK RESORTS, INC., THEIR OWNERS, OPERATORS, LESSORS, LESSEES, OFFICERS, AGENTS, AND EMPLOYEES from any loss, Liability, damages or cost of any kind that it may incur as the result of any injury to myself or child or ward even if it is contended that such injury was caused by the **NEGLIGENCE** on the part of the releasee.

I acknowledge that the laws of the State of Missouri govern this Agreement. I further agree that any lawsuit relating to or arising out of this Agreement must be instituted in the State or Federal Courts of Missouri. This document is a legally binding contract that supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but it is not intended to assert any claims or defenses which are prohibited by law. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. I authorize the use of my, my child, or ward's image in any medium for promotional purposes by the RELEASEES without limitation and without charge.

I have read and understand the foregoing LIABILITY RELEASE AGREEMENT. By my signature below, I intend to be legally bound by this agreement. If I am signing on behalf of a minor child, I represent that I am a parent or legal guardian of that child.

Name of Contestant (please print): _____

Address: _____

City: _____ State: _____ Zip: _____

Date: _____ Signature: _____

For minor(under the age of 18), signature must be of parent/guardian

Name of parent or guardian, if applicable (please print)