



2013-14 RACE PROGRAM WAIVER

Name:
(Please Print)

MOUNTAIN CREEK RESORT, INC. (HEREINAFTER "MOUNTAIN CREEK") RACING PROGRAM
FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

Mountain Creek

Recommends wearing helmets for skiing and riding. 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.

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. The use of the ski area is subject to the posted rules, warnings, Your Responsibility Code and New Jersey law. These rules are defined for the safety, welfare and enjoyment of all persons participating in the race program or otherwise using the ski area.

2. **WARNINGS.** For myself and for the child, the undersigned agrees and understands that ski racing is an **EXTREMELY HAZARDOUS ACTIVITY** which may result in **INJURY** or **DEATH** to my child **DURING** his/her participation in Mountain Creek's Race Program. I recognize that there are **EXTREME DANGERS** associated with participating in ski racing in a competitive event, including, but not limited to, the fact that the child will be traveling at high speed, that collisions and falls are a high probability, that any netting, fencing or other devices erected are designed **ONLY TO PROTECT SPECTATORS** and are **NOT DESIGNED TO PROTECT RACERS**, that it is possible that the minor might leave the course, collide with other persons or structures on the course or lose control and fall on the course, etc. I understand and acknowledge that this list is not complete or exhaustive and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness, or damage to my property. Accordingly, I understand that the child must control him or herself at all times and anticipate the unexpected. I also understand that my child will be using **SKI LIFTS WITHOUT A COACH OR OTHER ADULT PRESENT**. Trail conditions vary constantly because of weather changes and skier use and even the best equipment and coaching cannot prevent injury. Natural and manmade obstacles, including other skiers, may exist and collisions do occur. **PARTICIPATION IN SKI TEAM SHALL NOT IN ANY WAY ELIMINATE THE INHERENT RISKS IN SNOW SKIING OR RIDING SKI LIFTS.**

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.**

I acknowledge that snowmobiles and grooming machines are necessary for the operation of the mountain and that they can be encountered at any time on any trail. I agree to look and listen for the headlights, warning lights, visible flags, back-up sirens and/or motor sounds associated with snowmobiles or grooming machines. I understand that fencing and padding is primarily used throughout the mountain as visual warnings and that but that I RECOGNIZE THAT **SERIOUS INJURY OR DEATH CAN RESULT FROM BOTH LOW AND HIGH ENERGY IMPACTS OR CONTACT WITH FENCES OR PADDED SNOWMAKING EQUIPMENT OR GROOMING MACHINES.** I agree to maintain control of my speed, course and direction at all times.

4. **ON BEHALF OF MINORS.** The undersigned further **AUTHORIZES** anyone working at Mountain Creek to call for such medical care for the child or to transport the child to the appropriate clinic or hospital if, in the opinion of anyone working at Mountain Creek, medical attention is needed for the child. The undersigned agrees that upon turning the child over to the undersigned or their designees or to any ambulance or other medical transport, medical facility, clinic or hospital that the responsibility of Mountain Creek shall be totally fulfilled and Mountain Creek shall not have any further responsibility for the child. The undersigned **AGREES TO PAY** all costs associated with such medical care and related transportation for the child and **INDEMNIFY** and hold Mountain Creek, its representatives, agents, affiliates, directors, servants and employees harmless from any costs incurred therein, or any claims arising therefrom.

I have signed this agreement on behalf of the minor listed below. I represent to Mountain Creek that I have the authority to enter into this contract on behalf of said **MINOR** and on behalf of any other parent or guardian of said **MINOR**. To the fullest extent permitted by law, I agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS** MOUNTAIN CREEK from any and all claims, suits, costs and expenses including attorneys' fees for personal injury, death or property damage from and/or on behalf of said minor, even after the minor has attained majority, and/or claims from injured third parties arising out of or resulting from said minor's conduct or related to the use of the ski area premises including the parking lots and related facilities.

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, and/or from my use of the ski area premises including the parking lots and related facilities, 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.**

I agree that this contract will apply to each and every occasion my child uses the Mountain Creek facilities and/or equipment during the entire racing season. 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: ____ / ____ / ____

PARENT/GUARDIAN OF PARTICIPANT SIGNATURE
(must be signed by parent or legal guardian if participant is under eighteen years of age)

PLEASE PRINT:

Participant's Name: _____

Emergency Contact: _____

Phone: () - _____ - _____