



2015-16 MOUNTAIN CREEK RESORT, INC.

WINTER SEASON PASS WAIVER

Name: _____

MOUNTAIN CREEK RESORT, INC SEASON PASS 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. 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 purchasing and using Mountain Creek Season Passes and Student Ski & Ride Vouchers. The term "Pass" below, includes, but is not limited to the following: "Season Pass", "Pass", "Card", "Triple Play Card", "Employee ID", whether singular or plural and regardless of case.

2. In exchange for, and in consideration of Mountain Creek making this Pass or Program and the ski area available to me for participation in the sport of skiing I acknowledge and agree to observe and be bound by 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.

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 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. **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. **SKI SCHOOL DISCLAIMER.** (If participating in a Snow School lesson/program) The undersigned agrees and understands that skiing and/or snowboarding is a **HAZARDOUS ACTIVITY** which may result in **INJURY or DEATH** to me and/or to the minor listed above DURING participation in MOUNTAIN CREEK'S Snow School. I also understand that I and/or the minor will be using **SKI LIFTS WITHOUT AN INSTRUCTOR OR OTHER ADULT PRESENT.** Trail conditions vary constantly because of weather changes and skier use and even the best equipment and instruction cannot prevent injury. PARTICIPATION IN SNOW SCHOOL SHALL NOT IN ANY WAY ELIMINATE THE INHERENT RISKS IN SNOW SKIING, SNOWBOARDING, OR RIDING SKILIFTS.

6. **ON BEHALF OF MINORS.** 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.

Initials: _____

7. **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. **I EXPRESSLY AGREE**, as a condition of being allowed to use the ski area facility and premises, that I do freely accept and voluntarily assume **ALL RISKS** of personal injury or death or property damage, and **FULLY RELEASE MOUNTAIN CREEK** to the greatest extent permitted by law **FROM ANY AND ALL LIABILITY** for personal injury, death or property damage arising out of or resulting from my participation in this sport; and/or from my use of the ski area premises including the parking lots and related facilities.

I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST MOUNTAIN CREEK. THIS RELEASES ALL CLAIMS, INCLUDING THOSE OF WHICH I AM NOT AWARE AND THOSE NOT MENTIONED IN THIS RELEASE. THIS RELEASE APPLIES TO CLAIMS RESULTING FROM ANYTHING WHICH HAS HAPPENED UP TO NOW.

8. **INDEMNIFICATION.** 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 asserted against Mountain Creek by me or third parties arising or allegedly arising out of or resulting from my conduct while utilizing Mountain Creek's facilities whether or not **MOUNTAIN CREEK'S NEGLIGENCE** contributed thereto in whole or in part.

9. **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.**

10. **PHOTO RELEASE.** By accepting and using this pass I authorize 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.

I, the undersigned, **HAVE READ AND UNDERSTAND** the terms of the above **FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT.** I am signing it freely and of my own accord, realizing **IT IS BINDING** upon myself, my heirs and assigns, and in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its **BINDING EFFECT** on them as well as myself.

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.**

ALL INFORMATION MUST BE COMPLETED TO PROCESS YOUR APPLICATION

****One individual per Waiver****

PRINT NAME OF PASS HOLDER OR PARTICIPANT: _____ DATE OF BIRTH: ____/____/____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: ☐ Cell ☐ Home (____) -____-____

Email Address: _____

Do you wish to receive email updates from Mountain Creek? ☐ YES ☐ NO

Please sign below and Initial other side

Signature: _____ Date: ____/____/____

PRINT NAME OF PARENT/GUARDIAN (IF MINOR) _____

SIGNATURE OF PARENT/GUARDIAN (IF MINOR) _____

Please send completed form to: Mountain Creek Resort, Att: Guest Services, 200 Route 94, Vernon, NJ 07462

OR Fax to: 973.864.8208 OR Email to: guestservices@mountaincreek.com