

SEVEN SPRINGS AND HIDDEN VALLEY SKI RESORTS WAIVER RELEASE FORM

I HAVE DECIDED TO ENGAGE IN ONE OR MORE OF THE FOLLOWING ACTIVITIES (“THE ACTIVITIES”):

- **Skiing, snowboarding, snowcat rides or tubing.**
- **Renting ski, snowboard or other equipment used in winter season activities.**
- **Participating in an event, such as a race or competition.**
- **Participating in snow sports instruction.**

IN CONSIDERATION FOR BEING ALLOWED TO PARTICIPATE IN ONE OR MORE OF THE ACTIVITIES, I AGREE TO THE FOLLOWING TERMS:

1. **I RELEASE FROM LIABILITY FOR DAMAGES** Seven Springs Mountain Resort, Inc., Hidden Valley, Laurel Mountain, and their respective parent companies, affiliated companies, subsidiaries, owners, directors, officers, employees, agents, representatives, and insurers (collectively, the “released parties”) where the damages result from: (1) any of the risks described in paragraph 2 below; (2) the negligence of released parties; and, (3) my participation in the activities.
2. **I ACCEPT THE RISK** of injuries or death suffered by me while engaged in the activities. The risks accepted include, but are not limited to injuries or death resulting from: (1) collisions with other persons participating in the activities; (2) falls caused by or collisions with natural and man-made objects and conditions, such as trees, rocks, stumps, bare spots, snow and ice conditions, moguls, swales, ditches, towers, lift chairs and other lift components, snowmaking hydrants or other snowmaking equipment, fences, barriers, and terrain park features; (3) falls or collisions caused by the design or maintenance of race courses, spectator areas, trails, terrain parks, or terrain park features; (4) falls or collisions caused by the negligent maintenance or operation of the skiing/boarding area by the released parties; (5) injuries caused by defective rental equipment; including, but not limited to, bindings that do not release; (6) injuries caused by the negligence of the released parties in maintaining, providing, or properly adjusting or fitting rental equipment; including, but not limited to, negligence in fitting and adjusting skis, boards, boots, bindings, helmets and poles; (7) injuries caused by the negligence of the released parties in conducting, or supervising the conduct of, the event; and, (8) negligence of the released parties in providing snow sports instruction.
3. **I WILL EXPLAIN THE RISKS LISTED IN PARAGRAPH 2 TO THE MINOR PARTICIPANTS LISTED ABOVE BEFORE THEY ENGAGE IN THE ACTIVITIES.**
4. **I WAIVE MY RIGHT TO SUE THE RELEASED PARTIES** for damages resulting from: (1) any of the risks described in paragraph 2 above; (2) negligence of The

Released Parties; and, (3) damages resulting from my participation in the activities.

5. **I WILL INDEMNIFY THE RELEASED PARTIES** if any minor child listed above sues the released parties for damages arising from: (1) any of the risks described in paragraph 2 above; (2) negligence of the released parties or, (3) the minor's participation in the activities.
6. **I WILL FOLLOW ALL WRITTEN AND VERBAL INSTRUCTIONS.** If I fail to do so, the privilege of engaging in the activities may be revoked by the released parties without refund of the cost of any fees, tickets, or rentals.

IF YOU DO NOT AGREE TO ALL OF THE TERMS ABOVE, DO NOT SIGN BELOW. BY SIGNING BELOW YOU DEMONSTRATE YOUR INTENT TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

PARENT SIGNATURE: _____

***Complete for ALL minors under the age of 18:* I HAVE DECIDED TO PERMIT THE FOLLOWING MINORS FOR WHOM I AM RESPONSIBLE AS PARENT OR GUARDIAN TO PARTICIPATE IN ONE OR MORE OF THE ACTIVITIES:**

PARENT INFORMATION

PARENT FIRST NAME: _____

PARENT LAST NAME: _____

PARENT BIRTH DATE: _____ **AGE:** _____

STUDENT INFORMATION

STUDENT FIRST NAME: _____

STUDENT LAST NAME: _____

STUDENT BIRTH DATE: _____ **AGE:** _____

