



# Registration Form

Event: \_\_\_\_\_ Date: / / \_\_\_\_\_ Bib# \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Age: \_\_\_\_ DOB: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ SEX M  F  Email: \_\_\_\_\_

\* IntraWest respects your privacy. Any personal information we collect is used only to develop products, services and offers, communicate with our customers and complete the transactions that ultimately deliver our products and services to you. 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.

Ability: Beginner  Intermediate  Advanced  Pro/Elite

MOUNTAIN CREEK RESORT, INC. (HEREINAFTER MOUNTAIN CREEK) SPECIAL EVENT RELEASE FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

### *This Event Has Been Designated: Non-Inverted Aerial Maneuvers*

The term "MOUNTAIN CREEK", as used below includes its representatives, agents, officers, directors, servants and employees. The term "MOUNTAIN CREEK'S NEGLIGENCE", as used below, includes, but is not limited to any negligent, careless, reckless act, error or omission on the part of Mountain Creek, including but not limited to any failure to comply with the statutory duties and responsibilities contained in the New Jersey Ski Statute, N.J.S.A. 5:13-1 et seq. and the Ski Lift Safety Act, N.J.S.A. 34:4A-1 et seq.

I 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. 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. Furthermore, it is understood that the event for which this release is being used, is an event, 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.

I, the undersigned (or legal guardian of the undersigned) recognize that there are **EXTREME DANGERS** associated with participation in this event. I am fully aware of the possible risks and dangers inherent in participating in this event. 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 by Mountain Creek 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.**

I agree that this event and related activities are **EXTREMELY HAZARDOUS** activities and that I have made voluntary choice to participate in those activities despite the **EXTREME** risks that they present. In consideration of my being permitted to participate in this event, I agree to **ASSUME ANY AND ALL RISKS OF INJURY OR DEATH** which might be associated with or result from my participation.

**I AGREE** it is my sole responsibility to view the event area **BEFORE** I participate and to not participate if the area or adjacent areas are not to my satisfaction. I understand and **EXPRESSLY AGREE** to the fact that this event 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. I **EXPRESSLY AGREE**, as a condition of being allowed to participate in this event and to use the ski area facility and premises, that I freely accept and voluntarily assume **ALL RISKS** of personal injury or death or property damage, and **FULLY RELEASE** Mountain Creek **FROM ANY AND ALL LIABILITY** for personal injury or death or property damage arising out of or resulting from my participation in this event, **MOUNTAIN CREEK'S NEGLIGENCE**, conditions on or about the premises and facilities or the operations of the ski area including, but not limited to, grooming, snow making, ski lift operations while loading or unloading, actions or omissions of employees or agents of the area or other participants, or my participation in this event or other activities at the area whether or not **MOUNTAIN CREEK'S NEGLIGENCE** contributed thereto in whole or in part, **ACCEPTING MYSELF THE FULL RESPONSIBILITY** for **ANY AND ALL** such damage or death or injury of any kind which may result. To the fullest extent permitted by law, I also 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 against it 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. If participant is a **MINOR**, in exchange for Mountain Creek making the facilities available, the undersigned parent/guardian, to the fullest extent permitted by law, **AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS** Mountain Creek for 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 or allegedly arising out of or resulting from said minor's conduct. The undersigned parent/guardian, hereby expressly **AGREES TO INDEMNIFY** Mountain Creek for **MOUNTAIN CREEK'S NEGLIGENCE**, whether partial or sole, in connection with all of the indemnification obligations set forth in this agreement. In addition, the undersigned parent/guardian signing below represents to Mountain Creek that they 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**.

In exchange for, and in consideration, Mountain Creek making facilities and ski area available to me for participation in this event, I **CONTRACTUALLY AGREE** that any and all disputes between myself and Mountain Creek arising from my participation in this event, and including any claims for personal injury and/or death, will be **GOVERNED BY THE STATE OF NEW JERSEY** and the **EXCLUSIVE JURISDICTION** thereof will be the state or federal courts of **THE STATE OF NEW JERSEY** and the venue in the state court shall be in Sussex County.

I, the undersigned, **HAVE READ AND UNDERSTAND** the terms of the above and the **FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT** which is an essential part of it. 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 and that **I WILL DEFEND AND INDEMNIFY** Mountain Creek from any claim from said minors as set forth above. 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, including those arising from **NEGLIGENCE**, including **MOUNTAIN CREEK'S NEGLIGENCE**, as set forth fully above.

I authorize Mountain Creek, to record and reproduce my name, image and/or performance for the use in company promotional materials including commercials, travel videos, brochures and any other related materials. 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. I represent that I have the right to enter into this agreement, and that Mountain Creek's use of my appearance in said manner and/or related manner and/or related promotional purposes, will not in any way violate any right of any third party.

Operation a ski resort in New Jersey requires the use of snowmobiles, grooming machines, and snowmaking equipment. Snowmobiles and grooming machines are necessary for the operation of the mountain, so be aware for these types of on-snow vehicles, as they can be encountered at any time on any trail. Look and listen for the headlights, warning lights, visible flags, back-up sirens and/or motor sounds associated with snowmobiles or grooming machines. **Contact with snowmobiles 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. Please maintain control of your speed, course and direction and avoid contacting snowmaking equipment and off-trail areas. **Contact with snowmaking equipment or grooming machines may result in serious injury or death.**

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: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Name: \_\_\_\_\_ Signature Parent/Guardian of Minor: \_\_\_\_\_  
Parent/Guardian of Minor (must be signed by parent or legal guardian if participant is not EIGHTEEN years of age) 1/26/2010