



SEASON PASS WAIVER

2010 through 2011

Name: _____

RELEASE, WARNINGS AND DISCLAIMERS ON SKIING & SNOWBOARDING

THIS AGREEMENT is made between **MOUNTAIN CREEK RESORT, INC.** its representatives, agents officers, directors, servants and employees as well as **INTRAWEST U.S. HOLDINGS, INC.** (collectively referred to as "MOUNTAIN CREEK"), and the undersigned (referred to as "I"). **MOUNTAIN CREEK AND I agree as follows:**

1. **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 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.

2. **HELMET DISCLAIMER.** 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 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.**

3. **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.**

4. **ON BEHALF OF MINORS.** I have signed this agreement on behalf of the minor listed above. To the fullest extent permitted by law, I agree to **DEFEND, INDEMNIFY AND HOLD HARMLESS MOUNTAIN CREEK RESORT, INC.** 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 this equipment.

5. **RELEASE.** 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. **I EXPRESSLY AGREE,** as a condition of being allowed to rent equipment, and/or enroll myself in Ski School, and 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 RESORT, INC.** 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 use of this equipment; from my participation in this sport; and/or from my use of the ski area premises including the parking lots and related facilities.

Initials: _____

I FURTHER RELEASE AND GIVE UP ANY AND ALL CLAIMS AND RIGHTS THAT I MAY NOW HAVE AGAINST MOUNTAIN CREEK RESORT, INC. 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.

6. **CHOICE OF VENUE-SUSSEX COUNTY.** I AGREE that any and all disputes between myself and Mountain Creek Resort, Inc. 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.**

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.**

Pass Holder Signature: _____

Guardian Signature: _____

DATE: / /

ALL INFORMATION MUST BE COMPLETED TO PROCESS YOUR APPLICATION
****One individual per pass holder****

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

ADDRESS: CITY: STATE: ZIP:

PHONE: Home Cell () --

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)