

Shawnee Mountain Mud Run Release of Liability

SKI SHAWNEE, INC. COMPETITION REGISTRATION & RELEASE AGREEMENT

EVENT: Shawnee Mountain Mud Run – 5K Trail Run - Saturday, August 20, 2011

In consideration of being permitted to use the facilities at Ski Shawnee, Inc. (d/b/a Shawnee Mountain Ski Area), and participate in the competition covered by this registration and agreement, I expressly acknowledge and agree:

1. I am physically fit and possess the physical strength to meet my responsibilities as a trail runner and state that I will not participate in this race while under the influence of drugs or alcohol;
2. I agree to observe, read and abide by any and all signage and directionals as posted by the management of Ski Shawnee, Inc. which may pertain to this competition;
3. I know that Trail Running carries the risk of personal injury. Trail Running competition is even more dangerous;
4. Trail Running is a dangerous sport with inherent and other risks. These risks include, but are not limited to variations in steepness and terrain, trail side drop-offs, wet spots, muddy areas, water crossings, rocks, trees, and other forms of forest growth or debris, trail fences and the absence of such fences and other forms of natural or man-made obstacles on and/or off designated trails, as well as collisions with equipment, obstacles or other trail runners. Trail conditions vary constantly because of weather changes and runner use. These are some of the risks of trail running. All of the inherent and other risks of trail running present the risk of serious and/or fatal injury.

IN CONSIDERATION OF USING SKI SHAWNEE, INC.'S FACILITIES, THE REGISTRANT AGREES TO ACCEPT THE RISKS OF TRAIL RUNNING AND RACING AND AGREES NOT TO SUE SKI SHAWNEE, INC. OR ITS EMPLOYEES OR AGENTS IF HURT WHILE USING THE FACILITIES REGARDLESS OF ANY NEGLIGENCE, RECKLESSNESS OR ANY OTHER IMPROPER CONDUCT OF SKI SHAWNEE, INC. OR ITS EMPLOYEES OR AGENTS.

I agree that all disputes arising under this contract and/or from my use of the facilities at Shawnee Mountain shall be litigated exclusively in the Court of Common Pleas of Monroe County or in the United States District Court for the Middle District of Pennsylvania.

5. THE REGISTRANT COVENANTS NOT TO SUE THE OWNER, AND ANY OTHER SPONSORS OR AGENTS, FROM ANY LIABILITY ARISING OUT OF PERSONAL INJURY WHEREIN THE PERSONAL INJURY WAS THE RESULT OF AN ACTIVITY CONDUCTED AS PART OF THE USUAL ACTIVITY OF THE OWNER. THE OWNER ASSUMES NO RESPONSIBILITY FOR ACTIVITIES UNDERTAKEN BY THE REGISTRANT;

6. I hereby expressly acknowledge my understanding and acceptance of the foregoing and agree to assume the risk of any personal injuries, which I may incur during my use of the Ski Shawnee, Inc. facilities;
7. I agree that I grant permission to Ski Shawnee, Inc. to utilize any photograph, video, tape, motion picture, recording or other record of my use of its facilities for any legitimate purpose.
8. I hereby acknowledge that as of August 20, 2011, I am age 18 years or older.

Signature: _____

Date: _____

Print Name: _____