

Recv'd By

Date: _____

**SKI SHAWNEE, INC.
YOUTH ENROLLMENT FORM
&
RELEASE OF LIABILITY**

Date: December 1, 2010 through March 31, 2011

Type of Program: **SKIwee** **Young Riders** **Mtn. Cruisers** **Mtn. Challengers**
(circle one)

Child's Name: _____ Age: _____

Address: _____ City: _____

State: _____ Zip: _____ Telephone: _____

IN CONSIDERATION OF MY CHILD PARTICIPATING IN THE SHAWNEE MOUNTAIN SKIwee, , YOUNG RIDERS, MTN. CRUISERS OR MTN. CHALLENGERS PROGRAM (HEREINAFTER COLLECTIVELY "PROGRAM"), I AGREE THAT I WILL NOT SUE AND WILL RELEASE FROM ANY AND ALL LIABILITY SKI SHAWNEE, INC., ITS OWNERS, OPERATORS, OFFICERS, DIRECTORS, SERVANTS, AGENTS AND EMPLOYEES (HEREINAFTER COLLECTIVELY "SHAWNEE") FOR ALL INJURIES OR DAMAGES SUSTAINED BY MY CHILD RELATED TO SKIING AND/OR SNOWBOARDING AND/OR PARTICIPATION IN THE PROGRAM AND/OR WHILE PRESENT ON SHAWNEE'S PROPERTY, EVEN IF I CONTEND THAT SHAWNEE WAS NEGLIGENT, RECKLESS, OR ENGAGED IN ANY OTHER IMPROPER CONDUCT.

Notwithstanding the foregoing, I agree that all disputes arising under this contract and/or from my child's use of the facilities at Shawnee Mountain shall to 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.

I agree and understand that skiing and snowboarding are hazardous activities, which may result in injury to my child during his/her participation in the Program. I hereby assume all risks in connection with my child's participation in such activities.

In addition, the undersigned agrees to indemnify and hold harmless Shawnee from any harm, injury, damage or loss to person and/or party which the aforementioned may cause.

I agree that I will indemnify Shawnee from any loss liability or damage or cost of any kind that may incur as a result of any injury to my child, or to any person for whom I am signing this agreement, even if it is contended that any such injury was caused by the negligence, recklessness or any other improper conduct on the part of Shawnee.

The undersigned agrees to pay all costs associated with such medical care and related transportation for the undersigned and release, hold harmless, and indemnify Shawnee from any costs incurred therein..

I have carefully read the forgoing RELEASE OF LIABILITY and understand its contents. I am aware that this is a CONTRACT between myself and Shawnee. I understand that this Release of Liability may be used for multiple visits to Shawnee and that the terms of this Release of Liability applies to all such visits.

By signing this document, I acknowledge for myself, for the undersigned, if a minor, as his/her parent or guardian.

Parent/Guardian Signature: _____

Parent/Guardian Name: _____

Please Print

Is there anything special that we should know about your child? (special dietary needs, medication, learning differences, etc.)

To whom can this child be released at the end of the day?

SHOP USE ONLY **SKI SNOWBOARD/SKIBOARD** **HELMET** **CM**_____

I accept for use **AS IS** the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is in my possession. I understand that Ski Shawnee, Inc. and its owners and operators, and their officers, directors, agents, servants and employees (hereinafter referred to collectively as "Shawnee") provide **NO WARRANTIES**, express or implied, and I agree to take full responsibility for the care of this equipment while it is in my possession. I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the rental facility. I agree to return all rental equipment by the agreed date.

I understand that the binding system cannot guarantee the user's safety. In downhill skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, skiboarding and other sports utilizing equipment with non-release bindings, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

I understand that the sports of skiing, snowboarding, skiboarding and other sports (**collectively "RECREATIONAL SNOW SPORTS"**) involve inherent and other risks of **INJURY** and **DEATH**. I voluntarily agree to expressly assume all risks of injury or death that may result from the **RECREATIONAL SNOW SPORTS**, or which relate in any way to the use of this equipment.

I understand that a helmet designed for **RECREATIONAL SNOW SPORTS** use will help reduce some of the type of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

I AGREE TO RELEASE, HOLD HARMLESS, AND INDEMNIFY SHAWNEE AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND THEIR SUCCESSORS IN INTEREST (COLLECTIVELY "PROVIDERS"), FROM ANY LIABILITY OR DAMAGE AND INJURY TO MYSELF OR TO ANY PERSON OR PROPERTY ALLEGEDLY RESULTING FROM THE USE OF THIS EQUIPMENT, THE USE OF ANY OTHER EQUIPMENT RENTED TO ME OR PROVIDED NEGLIGENTLY, RECKLESSLY, OR OTHERWISE TO ME BY SHAWNEE OR FROM THE PERFORMANCE OF ANY WORK, IN THE NATURE OF BINDING ADJUSTMENT OR OTHERWISE, PERFORMED BY SHAWNEE ON ANY EQUIPMENT I MAY BE USING, ACCEPTING MYSELF THE FULL RESPONSIBILITY FOR ANY AND ALL SUCH DAMAGE OR INJURY.

I AGREE THAT I WILL NOT SUE SHAWNEE (EITHER ON MY OWN BEHALF OR ON BEHALF OF MY SPOUSE, CHILD OR WARD) AND WILL RELEASE SHAWNEE FROM ANY AND ALL LIABILITY FOR INJURIES OR DAMAGES RELATING TO SKIING AND/OR SNOWBOARDING AND/OR THE USE OF THIS EQUIPMENT OR SUSTAINED WHILE PRESENT ON SHAWNEE'S PROPERTY, EVEN IF I CONTEND THAT SHAWNEE WAS NEGLIGENT, RECKLESS, OR ENGAGED IN ANY OTHER IMPROPER CONDUCT.

Notwithstanding the foregoing, if I sue Shawnee, I agree that I will only sue it, whether it is on my own behalf or on behalf of a family member, in the Court of Common Pleas of Monroe County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Shawnee and myself shall be litigated exclusively in one of said Courts.

This agreement is governed by the applicable law of Pennsylvania. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.

User's signature: _____ Date _____/_____/_____

Parent/Guardian: If equipment user is a minor, I represent that I am signing this with the consent and approval of my spouse (if any), and I understand that I may be giving up the rights of my child and spouse (if any) to sue as well as giving up my own right to sue. I verify that I have the authority to enter into this agreement on behalf of the equipment user and agree to be bound by all the terms and conditions of this agreement.

Parent/Guardian signature: _____ Date _____/_____/_____