

Shawnee Mountain's Master the Mountain – 5K Trail Run Release of Liability

SKI SHAWNEE, INC. COMPETITION REGISTRATION & RELEASE AGREEMENT EVENT:

Shawnee Mountain's Master the Mountain – 5K Trail Run, Saturday, August 8, 2020

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 directional 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.

Print Competitor's Name: _____ Address: _____

City: _____ State: _____ Zip: _____ Phone: _____

Email: _____ Sex: M or F Age on Race Date: _____

Competitor's Signature: _____ Date: _____

If Under 18 Years of Age
Parent or Guardian's Signature: _____ Date: _____

Emergency Contact: _____ Emergency Phone: _____

**SHAWNEE MOUNTAIN MASTER THE MOUNTAIN 5K
COVID-19 PARTICIPANT HEALTH DECLARATIONS, ACKNOWLEDGMENT OF RISKS,
ASSUMPTION OF RISKS AND RELEASE**

-- READ BEFORE SIGNING --

Health Declarations:

I hereby state that I HAVE NOT to the best of my knowledge and belief: 1) Tested positive with the SARS-CoV-2 virus or been diagnosed with Covid-19; 2) Experienced any symptoms commonly associated with Covid-19 aka the "coronavirus;" nor 3) Been in direct contact with or in the immediate vicinity of any person know to be carrying the SARS-CoV-2 virus or diagnosed with Covid-19. These same declarations extend to any minor participant I have identified below.

Further, I agree THAT I WILL comply with and adhere to all COVID-19-related safety and risk mitigation practices while at Shawnee Mountain including but not limited to 1) maintaining a six (6) foot distance from other patrons not in my party as well as the employees of Shawnee Mountain at all times; 2) wearing a properly fitted mask or otherwise covering my face while not engaged in the 2020 Shawnee Mountain Master the Mountain 5K (hereinafter Shawnee Mountain 5K) if I am not able to maintain a six (6) foot distance from other patrons or the employees Shawnee Mountain; 3) Frequently washing my hands or using hand sanitizer; and 4) complying with all other posted rules and regulations. I acknowledge and agree that my compliance (and that of any minor person in my care) with these safety and mitigation practices is not only for my own benefit but also for the benefit of other patrons and the employees of Shawnee Mountain.

Acknowledgment of Risks:

In consideration of being allowed to observe or participate in the 2020 Shawnee Mountain Shawnee Mountain 5K, related events and activities while at Shawnee Mountain, I, the undersigned, on my behalf and on behalf of any minor child for which I am a parent or guardian, acknowledge: (i) that the novel COVID-19 virus has been declared a worldwide pandemic by the World Health Organization; (ii) that COVID-19 is extremely contagious and spreads from person-to-person by contact, by air and by means yet unknown or confirmed by the Center for Disease Control ("CDC"); (iii) that even the best efforts at preventing the spread of the virus cannot reduce the risk of infection to zero; and (iv) that Shawnee Mountain depends on me and every participant, family member, friend or observer to follow the CDC Guidelines before and while visiting, observing or participating in the Shawnee Mountain 5K;

I further acknowledge and represent that in signing this Agreement, that if I had any questions or concerns about my knowledge of the CDC Guidelines, my ability to understand and follow the CDC guidelines, or the risks of exposure or contracting COVID-19, I would **NOT** sign this Agreement or participate in the Shawnee Mountain 5K.

Finally, I acknowledge that Shawnee Mountain, despite its reasonable efforts, cannot guarantee that participants, family members, and observers at the Shawnee Mountain 5K will abide by the CDC Guidelines and that a risk of participating in or observing the Shawnee Mountain 5K is that other participants and/or their family members may not abide by the CDC Guidelines thus exposing me and my family or wards to COVID-19.

Assumption of the Risks:

In consideration of being allowed to observe or participate in the 2020 Shawnee Mountain 5K, related events and activities while at Shawnee Mountain, and acknowledging the risks set forth above, I HEREBY KNOWINGLY AND FREELY ASSUME ALL RISKS of my exposure to COVID-19 and KNOWINGLY AND FREELY ASSUME ALL RISKS of becoming infected with COVID-19 while at Shawnee Mountain, FULLY KNOWING that such infection involves the risk of serious personal injury, permanent disability and death.

Release and Agreement Not to Sue:

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS SKI SHAWNEE, INC., its officers, agents and/or employees, other participants, sponsoring agencies, sponsors, and advertisers (hereinafter "Releasees"), for any and all claims, suits, costs and expenses, including attorneys' fees asserted against Releasees by me or any minor for whom I have signed this Agreement WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, LOSS, OR PROPERTY DAMAGE, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law,

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

I HAVE READ THIS PARTICIPANT HEALTH DECLARATIONS, ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISKS AND RELEASE AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Print Name: _____ Age: _____

Signature: _____ Date: _____

FOR PARENTS/GUARIDANS OF PARTICIPANTS UNDER AGE 18:

Name of Minor: _____ Age: _____

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her Release, as provided above, of all Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to the minor child's participation, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Signature: _____ Date: _____
PARENT/GUARDIAN