

**BLUE MOUNTAIN RESORT
COMPETITOR RELEASE
ACKNOWLEDGMENT OF RISKS AND AGREEMENT NOT TO SUE
THIS IS A CONTRACT – READ IT**

AGREEMENT NOT TO SUE

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN A SKI OR SNOWBOARD RACE AT BLUE MOUNTAIN RESORT, I AGREE THAT I WILL NOT SUE BLUE MOUNTAIN RESORT, ITS OWNERS, OPERATORS AND LESSORS: BLUE MOUNTAIN RESORT HOLDINGS, LLC, AND BM RESORT MANAGEMENT, LLC, INCLUDING THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, INVESTORS, OPERATORS, MANAGEMENT COMPANIES, AGENTS, SERVANTS, VOLUNTEERS AND EMPLOYEES (HEREAFTER “BLUE MOUNTAIN”) AND WILL RELEASE BLUE MOUNTAIN FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE BLUE MOUNTAIN FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF BLUE MOUNTAIN.. I FURTHER AGREE THAT I WILL DEFEND, INDEMNIFY AND HOLD HARMLESS BLUE MOUNTAIN FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, TO ANY MEMBER OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, INCLUDING REASONABLE ATTORNEY FEES, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART THE BLUE MOUNTAIN.

Notwithstanding the foregoing, if I sue Blue Mountain, I agree that I will only sue it, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Carbon County or in the United States District Court for the Middle District of Pennsylvania and further agree that all disputes which might arise between Blue Mountain and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

ACKNOWLEDGEMENT OF RISKS

Skiing, snowboarding, and other snow sliding activities (hereinafter referred to collectively as “Snow Sports,”) including the use of lifts, are dangerous sports with inherent and other risks. These risks include but are not limited to, variations in snow, steepness and terrain, trail side drop-offs, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface,) bare spots, lift towers, utility lines, poles and guy wires, snowmaking equipment and component parts, trail fences and control nets and the absence of such fences and nets, and other forms of natural or man-made obstacles on and/or off designated trails, as well as collisions with equipment, obstacles, other persons or other skiers; trail conditions vary constantly because of weather changes and skier use. These are some of the risks of snow sports. All of the inherent and other risks of snow sports present the risk of serious and/or fatal injury.

PROGRAM SPECIFIC RISKS AND RULES

I acknowledge that the risks, dangers, and hazards of Snow Sports are increased in this program due to the competitive nature of ski racing. High speeds, packed snow, ruts from other racers, slalom poles, and spectators are some of the added dangers of ski racing.

I have read and understood the foregoing **AGREEMENT NOT TO SUE AND ACKNOWLEDGMENT OF RISKS**, and I am voluntarily signing, intending to be legally bound hereby. If I am signing on behalf of a minor child, I represent and warrant that I am doing so 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 to sue as well as giving up my own right to sue.

I hereby give permission for Blue Mountain to use any photograph or video of me taken during participation for use in commercial or non-commercial publicity.

Printed Name

Signature

Date