

**BLUE MOUNTAIN RESORT – SNOW SPORT SPECTATOR 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 SNOW SPORT SPECTATING AND RELATED ACTIVITIES AT BLUE MOUNTAIN, I AGREE THAT I WILL NOT SUE BMR OPERATIONS LLC, BLUE MOUNTAIN RESORT HOLDINGS LLC, BM RESORT MANAGEMENT LLC DBA BLUE MOUNTAIN RESORT, ITS OWNERS, OPERATORS, OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS “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 INDEMNIFY, DEFEND 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, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURY WAS CAUSED BY NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF 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 any and 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**

Walking on snow and ice, and other snow sport spectating and sliding activities (hereinafter referred to collectively as “Snow Activities”), including the use of lifts, are dangerous activities 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 or other people; trail conditions vary constantly because of weather changes and use. Snow and Ice are very slippery! These are some of the risks of snow activities. All the inherent and other risks of snow activities present the risk of serious and/or fatal injury.

I have read and understood the foregoing **AGREEMENT NOT TO SUE AND ACKNOWLEDGMENT OF RISKS**, and I am voluntarily signing below, 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.

Those 17 years of age and younger must have the signature of their parent or legal guardian.

Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_  
Name \_\_\_\_\_ Signature \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Email \_\_\_\_\_

For the parent or legal guardian of those 17 years old and younger.  
I have explained this contract to the child named above in an age appropriate manner.

Name \_\_\_\_\_ Signature \_\_\_\_\_

