

WHITETAIL EVENT/COMPETITION (100K)
RELEASE & ASSUMPTION OF RISK AGREEMENT

NOTICE OF RISK

I, the undersigned, do hereby understand, acknowledge and agree that the sports of skiing and snowboarding in their various forms, including the use of lifts are dangerous sports with inherent risks that could lead to permanent catastrophic injury or death. These risks include, but are not limited to the variations in terrain, ice and icy conditions, moguls and other man-made terrain features, rocks, trees and other forms of forest growth and debris (above and below the surface), bare spots, lift and snowmaking towers, utility lines and poles, fencing, snowmaking and grooming equipment and component parts, and other forms of natural and man-made obstacles on and off designated trails, as well as collisions with equipment, on snow vehicles, obstacles or other skiers and varying trail conditions due to weather changes and skier use.

I further understand, acknowledge and agree that participation in Whitetail events such as, but not limited to: Boardercross, Half-pipe, Slope Style, Rail Jams or Freestyle competitions are potentially dangerous and contain inherent risks that could lead to permanent catastrophic injury or death. These risks include but are not limited to, traveling at high rates of speed, maneuvering around gates, negotiating around and/or over terrain features, rails, boxes or half pipes, jumping or other aerial maneuvers (inverted somersaulting maneuvers are strictly forbidden), collisions with other participants, officials, spectators, features, barriers, tools or other race or event related equipment.

ASSUMPTION OF RISK

Understanding, acknowledging and agreeing to all the risks involved, I am voluntarily participating in the aforementioned event, and I agree to assume for myself, all the risks involved.

RELEASE FROM LIABILITY

In consideration of being allowed to participate in the Whitetail Event/100K, **I HEREBY AGREE NOT TO SUE AND TO RELEASE SKI LIBERTY OPERATING CORP., SKI ROUNDTOP CORP., WHITETAIL MOUNTAIN OPERATING CORP., AND SNOW TIME, INC, AS WELL AS THEIR AGENTS, EMPLOYEES, AND SPONSORS FROM ANY AND ALL LIABILITY, RELATED TO MY PAST PRESENT OR FUTURE PARTICIPATION OR USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE, GROSS NEGLIGENCE OR IMPROPER CONDUCT ON THE PART OF THE SKI AREA.**

I FURTHER AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE SAME, FROM ANY CLAIM RELATED TO MY PARTICIPATION IN THIS EVENT OR THE USE OF THE FACILITY, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF THE SAME.

As a participant, I understand and agree that this agreement constitutes a contract and may negate my ability to bring suit or recover damages related to any claim that I may have. I understand and agree that this agreement is binding not only to myself, but also my heirs, executors, administrators and assigns, and I herewith again reaffirm my free and willful intent to execute it.

I further agree that in consideration of being allowed to participate, I am granting the ski area permission to use my photograph, videotape, motion picture or any other record of my use of its facilities for legitimate purposes.

I agree that all disputes arising under this contract shall be litigated exclusively in the Court of Common Pleas of the county in which the incident occurred or in the United States District Court for the Middle District of Pennsylvania. This agreement is governed by the applicable laws of this state. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.