



Kodiak Kids Programs Liability Release

I) READ CAREFULLY AND FULLY UNDERSTAND BEFORE SIGNING. THIS RELEASE CONSTITUTES A CONTRACT AND RELEASE OF LIABILITY.

The conditions of this contract are set forth in this release and will prevent or restrict your ability to sue Bear Creek Mountain Resort & Conference Center (Hereinafter "Bear Creek"). Alpine, Nordic and Snowboard skiing and the participation in Alpine Kids and Alpine Cubs programs (Hereinafter "Activities"), including the use of lifts, are dangerous sports with inherent and other risks. The risks include, but are not limited to, variations in snow, steepness of terrain, trailside 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 and man-made obstacles on and/or off designated trails, as well as collisions with equipment, obstacles or other skiers or tubers; trail conditions vary constantly because of weather changes and trail use. These are some of the risks of the Activities. All of the inherent and other risks of these Activities present the risk of serious and/or fatal injury. In consideration of using Bear Creek's facilities, the purchaser and/or user of this ticket and participant in these Activities agrees to accept the risks of the Activities and agrees not to sue Bear Creek, its employees or agents.

II) RENTAL CONTRACT AND RELEASE OF LIABILITY (Section II applicable only if participant is renting)

I acknowledge that I will be the only person using the equipment I receive during this rental period. I accept for use the equipment listed on this form and accept full responsibility for the care of this equipment. I have made no misrepresentation to this rental shop regarding this user's height, weight, age or skier/rider type. I will be responsible for the replacement at full retail value of any equipment listed in this form but not returned to Bear Creek. I acknowledge my obligation to return this equipment by the agreed date and time in the condition it was received and agree to pay for any repairs in the event the equipment is damaged beyond normal wear and tear. All instructions on the use of the equipment have been made clear to me and I understand the function of my equipment.

Alpine Skis Only - I understand that the ski equipment being furnished forms a part of or all of a ski/boot/binding system which will NOT RELEASE at all times or under all circumstances, and that it is not possible to predict every situation in which it will or will not release, and that its use cannot guarantee my safety. I further agree and understand that this ski/boot/binding system may reduce, but does not eliminate the risks of injuries to my lower legs. However, I agree and understand that this ski/boot/binding system does NOT REDUCE THE RISK OF INJURIES TO MY KNEES or any other parts of my body.

Snowboards Only - I am aware that the snowboard/boot/binding system IS NOT designed or intended to release. As such, I hereby freely agree to assume and accept any and all known and unknown risks of injury while using this equipment.

III) I AGREE TO HOLD HARMLESS, NOT TO SUE Bear Creek, its employees, owners, affiliates, agents, officers, directors, and the manufacturers and distributors of this equipment (collectively "providers"), for any injury, death, property loss and damage which results from the equipment users participation in the Activities, or is in any way related to use of this equipment or participation in the Activities, including any injury, death, property loss and damage which results from the negligence of providers, or any other person or cause.

I AGREE TO RELEASE providers from all liability for injury, death, property loss and damage which results from the equipment user's participation in the Activities, use, or is in any way related to use of this equipment or participation in skiing, including all liability which results from the negligence of providers, or any other person or cause.

I AGREE TO DEFEND, INDEMNIFY AND REIMBURSE providers for any loss or damage, including any that results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of this equipment or participation in the Activities.

I CONTRACTUALLY AGREE that any and all disputes between myself and Bear Creek arising from my participation in the Activities, use of the equipment listed on this release, including any claims for personal injury and/or death, will be governed by the laws of the state of Pennsylvania and exclusive jurisdiction thereof will be in the state court residing in Berks County where the alleged tort occurred or the federal courts of the State of Pennsylvania. In the event any section of this Release is found to be unenforceable, the remaining terms shall be fully enforceable. This Release shall be binding to the fullest extent permitted by law.

THIS RELEASE shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives, and administrators and may be pled by Bear Creek as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the Participant. I have carefully read the foregoing liability release, understand its contents and sign it with full knowledge of its significance.

Participant Name: _____ **Participant Signature:** _____ **Date:** _____

If the participant and/or renter is a minor, I agree that I am signing as a parent or legal guardian who is at least 18 years of age. I further attest that I have read this release to the minor in age appropriate language and the minor understands the implications of this release and contract and agrees to the terms and conditions set forth herein. If I am signing this on behalf of a minor, I agree to defend and indemnify Bear Creek for any action that is brought by or on behalf of the minor, even if it is alleged that the minor's accident was caused by Bear Creek's negligence. I have carefully read the foregoing warning and liability release, understand its contents and sign it with full knowledge of its significance. The user of Bear Creek's trails and equipment voluntarily assumes the risk of injury while participating in these Activities. If you do not agree to assume the risk, please do not use Bear Creek's trails.

Parent/Guardian Name: _____ **Signature of Parent/Guardian:** _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone: _____ **Email:** _____

Is there anything we need to know about your child?
