



SEASON PASS & PHOTO RELEASE AGREEMENT

PLEASE READ CAREFULLY AND FULLY UNDERSTAND BEFORE SIGNING.

THIS CONTRACT IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

The undersigned, being at least 18 years old or that if he/she is younger than 18 years of age is accompanied by a parent or legal guardian who has read and signed the following release (hereinafter referred to collectively as "I"), attest that I have read, understood and signed the following release.

I AGREE AND UNDERSTAND THAT SKIING, SNOWBOARDING AND OTHER SNOW SLIDING ACTIVITIES ARE POTENTIALLY HAZARDOUS ACTIVITIES (HEREINAFTER "ACTIVITIES") I HEREBY AGREE TO FREELY AND EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY OR DEATH TO THE PARTICIPANT WHILE PARTICIPATING IN THE ACTIVITIES. FURTHER, THE PARTICIPANT VOLUNTARILY ELECTS TO PARTICIPATE IN THIS ACTIVITY. I RECOGNIZE THAT INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF THESE ACTIVITIES.

WARNING: The Activities, including the use of lifts/ tows are dangerous sports with inherent and other risks. The risks may include but are not limited to:

- Variations in the steepness, contour and configuration of the slopes and trails and variations in the sliding surface of the slopes and trails.
- Fences, padding and/or barriers at or along portions of the area, the absences of such fences, padding and/or barriers and the inability of fences, padding and/or barriers to prevent or reduce injury.
- Being hit or injured by the lifts or parts of the lifts while loading, riding or unloading the lifts.
- Slips and falls while walking on snow or ice covered surfaces
- Immersion in water
- Collision with fixed objects, either natural or man-made, on or off the slope or trail, above or below the surface of the snow, including but not limited to trees, rocks, poles snowmaking and grooming equipment, and terrain park features.
- Collisions between other participants in the Activities, spectators and other patrons.
- Collisions with vehicles either parked or in motion.
- Use of jumps and/or other terrain park features, natural or manmade
- Heights up to 50 feet, swinging on ropes, equipment or component failure or malfunction.

I recognize that injuries are a common and ordinary occurrence of the Activities. I hereby agree to freely and expressly ASSUME and accept ANY and All RISKS of INJURY OR DEATH to the participant while participating in the Activities.

By execution of this release, Bear Creek shall be indemnified for any injury to other person(s) or property which the participant may cause as a result of engaging in the Activities. I contractually agree that any and all disputes between myself and Bear Creek arising from participation in the Activity and including any claims for personal injury and/or death, will be governed by the laws of the Commonwealth 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 Eastern District of the Commonwealth 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.

IN CONSIDERATION OF THE ABOVE, I HEREBY ASSUME ALL RISKS WHICH MAY BE ASSOCIATED WITH AND/OR RESULT FROM MY INVOLVEMENT IN SUCH ACTIVITIES AND HEREBY AGREE TO HOLD HARMLESS, RELEASE, INDEMNIFY, DEFEND, AND NOT SUE BEAR CREEK MOUNTAIN REAL ESTATE, LLC, BEAR CREEK MANAGEMENT Co., LLC, ITS SUBSIDIARIES AND AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER "BEAR CREEK"), OF AND FROM ANY LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY THE PARTICIPANT WHILE PARTICIPATING IN THE ACTIVITY, INCLUDING BUT NOT LIMITED TO, THOSE INJURIES AND DAMAGES CAUSED BY NEGLIGENCE, BREACH OF WARRANTY, AND/OR ANY OTHER IMPROPER CONDUCT, EXPRESS OR IMPLIED, ON THE PART OF BEAR CREEK.

I UNDERSTAND THAT THIS PASS IS NON-TRANSFERABLE AND IS NOT VALID FOR SNOW TUBING. I AGREE THAT VIOLATIONS OF PA AND FEDERAL LAW, BEAR CREEK'S CODE OF CONDUCT, THE SKIER/BOARDER RESPONSIBILITY CODE AND/OR SMART STYLE GUIDELINES WILL RESULT IN SUSPENSION OR REVOCATION OF THE PASS. I UNDERSTAND THAT THERE ARE NO REFUNDS ON THE PASS FOR ANY REASON. I UNDERSTAND THIS PASS MUST BE PRESENTED EVERY TIME I BOARD A LIFT AND I MUST HAVE THE PASS WITH ME AT ALL TIMES WHEN I AM ACCESSING BEAR CREEK FACILITIES. REPLACEMENT PASSES ARE ISSUED ON A PER CASE BASIS. THERE IS A FEE ASSOCIATED WITH PASS REPLACEMENT.

If the participant 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. 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 participant 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 facilities and do not participate in these Activities.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTOOD ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE AND SIGNIFICANCE.

Participant/Pass Holder Name: _____ Signature: _____ Date: _____

Parent/Guardian Name: _____ Signature: _____ Date: _____

Address _____

City _____ State _____ Zip _____

Phone _____ E-mail: _____

Emergency Contact: _____ Phone: _____