

ACCEPTANCE OF THIS TICKET CONSTITUTES A CONTRACT. THE CONDITIONS OF THIS CONTRACT ARE SET FORTH ON THIS TICKET AND WILL PREVENT OR RESTRICT YOUR ABILITY TO SUE BEAR CREEK MOUNTAIN RESORT. PLEASE READ AND FULLY UNDERSTAND.

I AGREE AND UNDERSTAND THAT SKIING, SNOWBOARDING, SNOWTUBING AND OTHER SNOW SLIDING ACTIVITIES ARE 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 THE ACTIVITIES. I RECOGNIZE THAT INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF THE ACTIVITIES.

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 ME WHILE PARTICIPATING IN THE ACTIVITIES OR USING ANY OF THE RESORT FACILITIES OR PROPERTY, INCLUDING BUT NOT LIMITED TO, THOSE INJURIES AND DAMAGES CAUSED BY NEGLIGENCE, GROSS NEGLIGENCE, BREACH OF WARRANTY, AND/OR ANY OTHER IMPROPER CONDUCT, EXPRESS OR IMPLIED, ON THE PART OF BEAR CREEK.

WARNING: THE ACTIVITIES, INCLUDING THE USE OF LIFTS/TOWS ARE DANGEROUS SPORTS WITH INHERENT AND OTHER RISKS. THE RISKS INCLUDE BUT ARE NOT LIMITED TO:

- VARIATIONS IN THE STEEPNESS AND CONFIGURATION OF THE SLOPES AND TRAINS AND VARIATIONS IN THE SURFACE OF THE SLOPES AND TRAILS
- FENCES, PADDING AND/OR BARRIERS AT OR ALONG PORTIONS OF THE AREA, THE ABSENCES OF SUCH FENCES AND/OR BARRIERS AND THE INABILITY OF FENCES AND/OR BARRIERS TO PREVENT OR REDUCE INJURY
- BEING HIT OR INJURED BY THE LIFT OR PARTS OF THE LIFT WHILE LOADING, RIDING OR UNLOADING
- SLIPS AND FALLS
- IMMERSION IN WATER
- COLLISIONS 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 RESORT PATRONS
- COLLISIONS WITH VEHICLES EITHER PARKED OR IN MOTION
- COLLISIONS WITH FIXED OBJECTS, OBSTACLES OR STRUCTURES LOCATED WITHIN OR OUTSIDE THE FACILITY

BY ACCEPTING THIS TICKET, BEAR CREEK SHALL BE INDEMNIFIED FOR ANY INJURY TO OTHER PERSON(S) OR PROPERTY WHICH I MAY CAUSE AS A RESULT OF ENGAGING IN THE ACTIVITIES OR USING ANY OF THE RESORT FACILITIES OR PROPERTY. I CONTRACTUALLY AGREE THAT ANY AND ALL DISPUTES BETWEEN MYSELF AND BEAR CREEK ARISING FROM MY PARTICIPATION IN THE ACTIVITIES 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.

THE USER OF BEAR CREEK'S FACILITIES VOLUNTARILY ASSUMES THE RISK OF INJURY WHILE PARTICIPATING IN THE ACTIVITIES OR USING ANY OF THE RESORT FACILITIES OR PROPERTY. IF YOU DO NOT AGREE TO ASSUME THE RISK, PLEASE DO NOT USE BEAR CREEK'S FACILITIES.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND ACCEPT THIS TICKET AND CONTRACT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

BY ACCEPTING THIS TICKET, THE USER CONSENTS TO AND AUTHORIZES THE USE AND/OR REPRODUCTION, IN ANY FORM, BY BEAR CREEK OR ANYONE AUTHORIZED BY THE RESORT, OF ANY AND ALL IMAGES TAKEN OF THE USER. THE USER FURTHER UNDERSTANDS THESE IMAGES MAY BE USED FOR THE PURPOSES OF ADVERTISING, EDITORIAL AND/OR TRADE, INCLUDING EXHIBITION, DISPLAY PACKAGING, ALL FORMS OF PRINT MEDIA, TELEVISION AND OTHER FORMS OF ELECTRONIC MEDIA WITHOUT PRIOR APPROVAL OR CONSENT FROM ME. THE USER FURTHER UNDERSTAND AND AGREE THAT IMAGES TAKEN OF THE USER MAY BE OFFERED FOR SALE AND/OR DISTRIBUTED BY BEAR CREEK, ITS AGENTS, REPRESENTATIVES, HEIRS, SUCCESSORS OR ASSIGNEES. THE USER OF THIS TICKET RELEASES BEAR CREEK, ITS AGENTS, REPRESENTATIVES, HEIRS, SUCCESSORS OR ASSIGNEES FROM ANY AND ALL CLAIMS OF LEGAL LIABILITY AND FINANCIAL OBLIGATION ARISING AS A RESULT OF THE USE, REPRODUCTION, SALE, ALTERATION, OPTICAL ILLUSION OR FAULTY MECHANICAL REPRODUCTION OF SAID IMAGES.