

BLUE MOUNTAIN RESORT
VOLUNTEER SKIING PRIVILEGES AGREEMENT AND AGREEMENT NOT TO SUE
2022-2023 SEASON

IN CONSIDERATION OF BEING ALLOWED TO USE BLUE MOUNTAIN RESORT'S FACILITIES, I AGREE THAT I WILL NOT SUE BLUE MOUNTAIN RESORT, ITS OWNERS, OPERATORS AND LESSORS: BMR OPERATIONS, LLC, BLUE MOUNTAIN RESORT HOLDINGS, LLC, and BM RESORT MANAGEMENT, LLC, INCLUDING THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, PARTNERS, MEMBERS, INVESTORS, OPERATORS, MANAGEMENT COMPANIES, AGENTS, SERVANTS, VOLUNTEERS AND EMPLOYEES (HEREINAFTER COLLECTIVELY REFERRED TO AS "BLUE MOUNTAIN")

I 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 ON BLUE MOUNTAIN PROPERTY, 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 HOLD HARMLESS, INDEMNIFY AND DEFEND BLUE MOUNTAIN FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURY WAS CAUSED BY THE NEGLIGENCE, RECKLESSNESS, OR OTHER IMPROPER CONDUCT ON THE PART OF BLUE MOUNTAIN.

I understand that there are inherent and other risks in the sports of skiing, snowboarding, and other snow sliding activities (hereinafter referred to collectively as "skiing" or "skier"), including the use of lifts. 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, snowmobiles, trail fences and control nets, and the absence of such fences and nets, Terrain Park features and elements (such as half pipe, jumps, rails, rollers, hits, etc.), and other forms of natural or manmade obstacles on and/or off designated trails, as well as collisions with equipment, obstacles or other skiers. Trail fences are located along the side of some but not all of our trails; such fences are not designed to protect you from injury if you run into them or go through, over or under them. Trail conditions vary constantly because of weather changes and skier use. I understand that a helmet does NOT ELIMINATE THE RISK of injuries or a fatality and helmets have only limited capability for shock absorption and that, although the helmet may reduce or mitigate the severity of injuries to my head, it is not a guarantee of my safety. I understand that all of the inherent and other risks of skiing present the risk of injury, and that skiing is a **DANGEROUS**, risky sport, and that injuries can be serious and even fatal. **I HEREBY ACKNOWLEDGE, ACCEPT, AND ASSUME THESE RISKS AND ALL OTHER RISKS THAT CAN AND DO EXIST WHILE PARTICIPATING IN THE SPORT OF SKIING AND WHILE ENGAGED IN ANY SUCH ACTIVITY AT BLUE MOUNTAIN.**

I understand that as a volunteer at BLUE MOUNTAIN, **I am not an employee** of BLUE MOUNTAIN and am therefore not receiving any wages or other compensation for any services rendered to BLUE MOUNTAIN. I also understand and agree that, as a volunteer at BLUE MOUNTAIN, I am not covered by the Pennsylvania Workers' Compensation Act if I am injured while performing any volunteer services on or around BLUE MOUNTAIN Facilities. I know that I should have my own medical and disability insurance to cover any injuries or losses I might suffer while performing volunteer services. I further understand that any skiing or other privileges I or my family might receive from BLUE MOUNTAIN are not a form of compensation for my volunteer services.

I agree that all disputes arising under this Agreement and/or from my use of BLUE MOUNTAIN Facilities shall be litigated exclusively in the Court of Common Pleas of Carbon County or in the United States District Court for the Middle District of Pennsylvania.

My signature is proof that I have read this contract and I agree to all of its terms.

Name(Please Print Clearly) _____

Signature _____ Date ____/____/____

Signature of Parent/Guardian (if under age 18) _____