

WHITETAIL MOUNTAIN RESORT/CEDAR RIDGE CHILDREN'S HOME

CARDBOARD DERBY COMPETITION

RELEASE & ASSUMPTION OF RISK AGREEMENT

NOTICE OF RISK

I, the undersigned, do hereby understand, acknowledge and agree that winter snow sports, including snow tubing are dangerous sports with inherent risks that could lead to permanent catastrophic injury or death. These risks could include, but are not limited to traveling at high rates of speed, variations in terrain, ice and icy conditions, 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 o the designated runs, as well as collisions with equipment, fencing, or other participants, and varying conditions due to weather changes and use. I further understand, acknowledge and agree that participation in a CARDBOARD DERBY competition is potentially dangerous and contains additional risks other than those listed above.

I, further agree to accept the facility as is, and understand that I may inspect the course or run prior to any use of the same.

ASSUMPTION OF RISK

Understanding, acknowledging and agreeing to all the risks involved, I or my minor child are voluntarily participating in the aforementioned event, and I agree to assume for myself or my minor child, all the risks involved.

RELEASE FROM LIABILITY

In consideration of being allowed to participate in the above mentioned competition at Whitetail, I HEREBY AGREE NOT TO SUE, AND TO RELEASE WHITETAIL MOUNTAIN OPERATING CORP., AND SNOW TIME, INC., CEDAR RIDGE CHILDREN'S HOME, AS WELL AS THEIR AGENTS AND EMPLOYEES FROM ANY AND ALL LIABILITY, RELATED TO MY OR MY CHILD'S PARTICIPATION OR USE OF THE FACILITIES, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF THE SKI AREA. I FURTHER AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE SAME, FROM ANY CLAIM RELATED TO MY, OR MY CHILD'S PARTICIPATION IN THIS EVENT OR THE USE OF THE FACILITY, REGARDLESS OF ANY NEGLIGENCE ON THE PART OF THE SAME.

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

I further agree that in consideration of being allowed to participate, I am granting Whitetail 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 Franklin County, PA 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.

TEAM NAME _____

RIDER 1 NAME: _____ Birthdate ___/___/___

SIGNATURE _____ DATE ___/___/___

(If minor, parent or guardian)

RIDER 2 NAME: _____ Birthdate ___/___/___

SIGNATURE _____ DATE ___/___/___

(If minor, parent or guardian)

PUSHER NAME: _____ Birthdate ___/___/___

SIGNATURE _____ DATE ___/___/___

If minor, parent or guardian)