

ADULT RACE LEAGUE WAIVER
RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I, _____ am aware that skiing and snowboarding is a HAZARDOUS ACTIVITY and that my participation in skiing and snowboarding at Cannonsburg Ski and Ride Area has many RISKS and DANGERS including, but not limited to: boarding and disembarking lifts; changing weather conditions; collisions with bystanders, skiers, snowboarders, or with Cannonsburg Ski and Ride Area's employees or agents; collisions with structures and features; slips and falls; variations in terrain, snow and steepness of the runs, trail side drop-offs, ice and icy conditions, moguls, rocks, trees and other forms of natural growth or debris (above and below surface), man-made debris, bare spots, cables, utility lines, lifts, snowmobiles and other vehicles, snowmaking, snow grooming, and other equipment, other natural or man-made obstacles; failure to ski or snowboard within one's own ability or within designated areas, negligence of other participants or bystanders, and negligence on the part of Cannonsburg, LLC, Cannonsburg Ski and Ride Area, its employees, owners, officers, representatives, directors, shareholders, agents, affiliates and vendors (collectively "Cannonsburg"). I realize that injuries during participation in skiing and snowboarding are a common and ordinary occurrence and that snow conditions vary constantly because of the weather. I am also aware that the RISKS, DANGERS, and HAZARDS referred to above exist throughout the ski area and that many are unmarked.

I agree not to act in a manner that might contribute to injuries. I understand that I am solely responsible for reading and understanding all signage and instructions on the premises and in complying with them. I agree to remain alert and act in a careful and prudent manner at all time to safeguard myself and others as much as possible. I understand that injuries are a common and ordinary occurrence of skiing and snowboarding.

In consideration of Cannonsburg allowing me to participate in skiing and snowboarding activities and being permitted to use Cannonsburg lifts, slopes, terrain parks, restaurants, parking and/or other facilities, I agree to **Release, Hold Harmless, Indemnify and Defend** Cannonsburg, their owners, agents, employees, directors, officers, shareholders, representatives, affiliates and vendors from and against any and all claims, suits, actions, losses, damages, and allegations including claims related to or arising from incidents that occurred prior to, on and/or following the date of this release, including but not limited to: allegations of negligence, including the negligence of Cannonsburg, breach of contract, breach of any statutory duty or other duty of care and breach of express or implied warranty. I further agree to **Indemnify, Hold Harmless and Defend** Cannonsburg from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Cannonsburg may sustain in relation to or arising out of my participation in skiing and snowboarding or other activities available on Cannonsburg. (initial here_____).

I consent to and authorize the taking of photographs and/or videos during my and/or the Minor's visits to Cannonsburg. I grant permission to Cannonsburg to use said photographs and/or videos in advertising, displays, web sites, brochures, other forms of electronic media, illustrations or publications without notifying me. I hereby waive any and all rights to privacy in the photographs/videos, the right to approve the finished photographs/videos, and to compensation related to the use of the photographs and or videos.

I authorize Cannonsburg, its agents or employees to render first aid and call for medical and/or dental care, if in their opinion, such care is needed for me during my time at Cannonsburg. I agree to pay for all costs and expenses associated with such care and related transportation.

I understand this **Release and Indemnification Agreement** shall be binding upon me, my assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Cannonsburg as a complete bar and defense against any and all claims, demands, or causes of action by or my behalf. Any provision of this Release and **Indemnification Agreement** which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect.

I acknowledge that this activity is taking place in the State of Michigan and I further agree that only the laws of the State of Michigan shall apply in the construction or application of this Agreement. Should any term or provision be found invalid or unenforceable, the remaining terms and provisions shall remain in full force.

I HAVE CAREFULLY READ THE FOREGOING RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION. I UNDERSTAND ITS CONTENTS AND THAT IT IS BINDING DURING THE ENTIRE 2019 - 2020 SKI SEASON. I HAVE THE AUTHORITY TO ENTER INTO IT ON BEHALF OF THE MINOR (IF APPLICABLE). I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Name of Participant: _____ Date: _____

Signature of Participant: _____

Emergency Contact Name and Phone No.: _____

Email Address: _____