

Whitetail Ski Education Foundation Inc.

PwC Giant Slalom Race at Whitetail

January 26, 2014

**RELEASE AGREEMENT**

I, the undersigned, acknowledge that skiing and snowboarding in their various forms including but not limited to alpine, nordic, and freestyle and dryland training activities are action sports carrying significant risk of serious personal injury, death or property damage. I also know that there are natural, mechanical and environmental conditions and risks, which independently or in combination with my or my minor child's activities may cause property damage or severe, even fatal injuries to me, my minor child or others.

I agree that I alone am responsible for: (a) my or my minor child's safety while participating in competitive events and/or training for competitive events and (b) providing, utilizing and maintaining that equipment necessary for the safe enjoyment of my or my minor child's participation in such events and specifically acknowledge that the following persons or entities including Whitetail Ski Education Foundation Inc., Whitetail Mountain Operating Corp., Snow Time, Inc. the promoters, sponsors, organizers, promoter clubs, officials and any agent, representative, officers, directors, employees, members or affiliates of any person or entity named above are not responsible for my or my minor child's safety. I SPECIFICALLY AGREE NOT TO SUE AND TO RELEASE in advance, Whitetail Ski Education Foundation, Inc., Whitetail Mountain Operating Corp., Ski Liberty Operating Corp., Ski Roundtop Operating Corp., and Snow Time, Inc. from any liability whether known or unknown even if liability may arise out of negligence, gross negligence, improper conduct or other releasable cause on the part of persons or entities mentioned above. I agree to accept all responsibility for the risks, conditions and hazards, which may occur whether they now are known or unknown.

Being fully aware of the risks, conditions and hazards of the proposed activity as a competitor, parent, coach or official, I HEREBY AGREE TO WAIVE, RELEASE AND DISCHARGE any and all claims for damages for death, personal injury or property damage which I may have or which may hereafter accrue to me as a result of any participation in competitive events or training for competitive events, against any person or entity identified above whether such injury or damage was foreseeable or not, including any such claims regarding the design or condition of any equipment utilized by me or my minor child in such competitive events without

regard to whether such equipment is specified or recommended by such persons or entities identified above.

I further agree to forever HOLD HARMLESS, INDEMNIFY AND DEFEND all persons and entities previously released, generally and specifically from any and all liability for death, personal injury or property damage, resulting in any way from MY OR MY CHILD'S participation in competitive events or training for competitive events, regardless of any negligence on the part of the same.

I further understand and agree that if I so desire, I or my minor child may pre-inspect any slope, course or other area in anyway related to my or my minor child's participation, prior to my or my minor child's use of the same and that by participating, I AM ASSUMING FOR MYSELF AND MY MINOR CHILD ALL OF THE RISKS INVOLVED.

I currently have, and agree to maintain throughout the time that my minor child or I train and compete, valid and sufficient medical and accident insurance. I understand that this is my sole responsibility and release all persons and entities identified above from providing this coverage for me.

I agree that I or my minor child will accept and abide by the rules and regulations of the Whitetail Ski Education Foundation, Whitetail Ski Resort and any other rules or regulations imposed by the organizers of any particular competition.

Additionally, I hereby grant permission to the ski area, to use my photograph, videotape, motion picture or other record of my use of the facility, for any legitimate purpose and hereby release all rights to the same.

This Acknowledgment and Assumption of Risk and Release shall be binding upon my heirs and assigns.

I agree that all disputes arising under this contract and/or from my use of the facilities at Whitetail shall be litigated exclusively in the Court of Common Pleas of Franklin County or in the United States District Court for the Middle District of Pennsylvania. The participant or purchaser of the program voluntarily assumes the risk of injury while participating in this sport.

**I, THE UNDERSIGNED, HAVE READ, UNDERSTAND AND AGREE TO BE LEGALLY BOUND BY THE RELEASE AGREEMENT ABOVE.**

PARTICIPANT (Printed Name) \_\_\_\_\_

DATE \_\_\_\_\_ PARTICIPANT (Signature) \_\_\_\_\_

PARENT/GUARDIAN (Printed Name) \_\_\_\_\_

DATE \_\_\_\_\_ PARENT/GUARDIAN (Signature) \_\_\_\_\_

(IF UNDER 21)

(The signature of one parent/guardian binds both parents/guardians in reference to the above release agreement.)

Address \_\_\_\_\_

Address \_\_\_\_\_