



2011-2012 CRYSTAL MOUNTAIN SEASON PASS AND RELEASE AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING.
THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

1. I, _____, hereby state that I am aware that skiing and snowboarding are HAZARDOUS and involve many RISKS and DANGERS including, but not limited to: boarding, riding and disembarking ski lifts; encounters with on going snow making and grooming; changing weather conditions; contact with exposed rock, earth, ice and other natural objects including but not limited to trees, tree stumps, and forest dead fall; snow or ice on or beneath the skiing surface; changes or variations in the skiing terrain which may create blind spots or areas of reduced visibility; changes or variations in the skiing surface or subsurface, including changes due to man-made or artificial snow, variable and difficult snow conditions; slick walking surfaces, the presence of streams, creeks and exposed holes in the snow pack; snowcat roads, road-banks or cut-banks; impact or collision with lift towers, fences, ropes, buildings, posts, boundary markers, snow making equipment, snow grooming equipment, snowmobiles or other vehicles, equipment or structures; impact or collision with other skiers; negligence of other skiers and; negligence on the part of Crystal Mountain, its agents, servants and employees. I am aware that the risks, dangers and hazards referenced above exist throughout the Resort and that many are unmarked.

2. I agree to conduct myself within the limits of my individual ability while at Crystal Mountain and agree not to act, ski or snowboard in a manner that might contribute to injuries. I understand that I am the sole judge of my ability to negotiate a track, trail or slope. I understand that I am solely responsible for reading and understanding all signage and instructions on the premises and in complying with them.

3. In consideration of Crystal Mountain accepting me as a Season Pass Holder and permitting me to use Crystal Mountain's ski lifts, slopes, terrain parks, restaurants, parking and other facilities, I HEREBY EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH MY PARTICIPATION IN SKIING OR SNOWBOARDING AT CRYSTAL MOUNTAIN INCLUDING, BUT NOT LIMITED TO THE POSSIBILITY OF SERIOUS PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE. (Initial here _____).

4. I FURTHER AGREE TO **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND** CRYSTAL MOUNTAIN AND ITS AGENTS, EMPLOYEES, DIRECTORS, OFFICERS AND SHAREHOLDERS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, LOSSES AND DAMAGES INCLUDING, BUT NOT LIMITED TO: NEGLIGENCE, INCLUDING THE NEGLIGENCE OF CRYSTAL MOUNTAIN, ITS AGENTS, SERVANTS AND EMPLOYEES, BREACH OF CONTRACT, BREACH OF ANY STATUTORY DUTY OR OTHER DUTY OF CARE AND BREACH OF EXPRESS OR IMPLIED WARRANTY, RESULTING IN PERSONAL INJURY, DEATH OR PROPERTY DAMAGE AND ARISING FROM THE HOLDER'S PARTICIPATION IN SKIING, SNOWBOARDING OR OTHER ACTIVITIES AVAILABLE ON CRYSTAL MOUNTAIN'S PREMISES. (Initial here _____).

5. I consent to and authorize the taking of photographs and/or videos during my visits to Crystal Mountain. I grant permission to Crystal Mountain and its agents or employees 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 and to compensation related to the use of the photographs and or videos. (Initial here _____).

6. I understand this Release shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Crystal Mountain Resort as a complete bar and defense against any and all claims, demands or causes of action by or my behalf.

7. Any provision of this Agreement and Release 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.

8. I understand that season passes are non-transferable and non-refundable. I understand that legal action will be taken against HOLDERS found to be using season passes fraudulently. A \$50 fee will be charged to reissue a lost or stolen pass.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND THAT IT IS A CONTINUING RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Season Pass Holder (please print)

Season Pass Holder's Date of Birth

Signature of Season Pass Holder

Name of Pass Holder's Business (if applicable)

Date:

Phone: