



**2009-2010 SCHOOL PROGRAM, RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION FOR MINORS**

*Please read carefully before signing. This is a release of liability and waiver of certain legal rights.*

1. I, \_\_\_\_\_, Individually and as Parent or Guardian of \_\_\_\_\_ (Hereinafter the Student) hereby states 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 risks, dangers and hazards exist throughout the Resort and that many are unmarked.

2. In consideration of Crystal Mountain allowing the Student to participate in the School Program and preparatory training during the 2009-2010 ski season at Crystal Mountain and permitting him/her to use Crystal Mountain's ski lifts, slopes, terrain parks, restaurants, parking and other facilities, I INDIVIDUALLY AND AS PARENT/GUARDIAN OF THE STUDENT HEREBY EXPRESSLY ASSUMES AND ACCEPTS ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH THE STUDENT'S 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 \_\_\_\_\_).

3. In the event of malfunction of the Student's ski or snowboard equipment, I authorize Crystal Mountain, its agents, servants or employees to repair the equipment or replace the equipment with Crystal Mountain equipment if required so that the Student may continue to participate in the Program. I agree to pay for all expenses and costs associated with such rental or repair. I further agree to be bound by the terms and conditions of the Rental and Liability Release Agreement, a copy of which is available for me to review upon request. I agree to **RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND** the rental shop management, agents, employees and owners from and against any and all claims arising from the Student's use of rental equipment. (Initial Here \_\_\_\_\_).

4. **PARENT/GUARDIAN: I 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 STUDENT'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 or the minor's 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 recognize that emergency or emergent medical or dental care may become necessary for THE STUDENT. I authorize CRYSTAL MOUNTAIN, its agents, servants or employees to render first aid and to call for medical and/or dental care as needed. I agree to pay for all expenses and costs associated with such care and related transportation.

7. 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.

8. 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.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND THAT IT IS A CONTINUING RELEASE OF LIABILITY AND INDEMNITY AGREEMENT BINDING DURING THE ENTIRE 2009-2010 SKI SEASON. I HAVE THE AUTHORITY TO ENTER INTO IT INDIVIDUALLY AND ON BEHALF OF THE MINOR. I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

\_\_\_\_\_  
Name of Student

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Name of Group

\_\_\_\_\_  
Name of Student's Parent/Guardian  
(please print)

\_\_\_\_\_  
Signature of Parent or Guardian

\_\_\_\_\_  
Emergency Phone Number(s)