



**SNOW SPORTS * SHANTY CREEK RESORTS
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, _____, Individually (or as Parent or Guardian of _____, a Minor, if applicable), hereby state that I am aware that all winter activities, including but not limited to racing and other snow sports and special events (collectively "Snow Sports") are action events and involve many RISKS, DANGERS and HAZARDS, including, but not limited to: falls, boarding, riding and disembarking ski lifts; changing weather conditions; exposed rock, earth, ice and other natural objects including but not limited to trees, tree stumps, and forest dead fall; the condition of 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; streams, creeks and exposed holes in the snow pack above streams or creeks; snowcat roads, road-banks or cut-banks; impact or collision with lift towers, fences, snow making equipment, snow grooming equipment, snowmobiles or other vehicles, equipment or structures; impact or collision with other skiers; the failure to ski safely or within one's own ability or within designated areas; negligence of other skiers and; negligence on the part of Shanty Creek Resorts, its employees, owners, officers, representatives, directors, shareholders, agents, affiliates and vendors. I am also aware that the RISKS, DANGERS and HAZARDS referred to above exist throughout the Resort area and that many are unmarked.

In consideration of Shanty Creek Resorts accepting my and/or the minor's participation in the Snow Sports, and being permitted to use Shanty Creek Resorts' ski lifts, slopes, terrain parks, restaurants, parking and/or other facilities, INDIVIDUALLY AND AS PARENT/GUARDIAN OF THE MINOR I HEREBY EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH MY AND/OR THE MINOR'S PARTICIPATION IN THE SNOW SPORTS AND ALL OTHER ACTIVITIES AT SHANTY CREEK RESORTS AND USE OF SHANTY CREEK RESORTS' SKI LIFTS, SLOPES, TERRAIN PARKS, RESTAURANTS, PARKING AND/OR OTHER FACILITIES, INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF SERIOUS PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE. ____ (Initial here).

ADULT/PARENT/GUARDIAN: In consideration of Shanty Creek Resorts allowing me or the minor (if applicable) to participate in the Snow Sports and being permitted to use Shanty Creek Resorts' ski lifts, slopes, terrain parks, restaurants, parking and/or other facilities, I agree to **Release, Hold Harmless, Indemnify and Defend** Shanty Creek Resorts, its employees, owners, officers, representatives, directors, shareholders, agents, affiliates and vendors (collectively "Shanty Creek Resorts") from any and all claims, actions, losses, suits, damages, and allegations, including claims or actions brought by the minor and 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 Shanty Creek Resorts, breach of contract, breach of any statutory or other duty of care and breach of express or implied warranty. I further agree to **Indemnify, Hold Harmless and Defend** Shanty Creek Resorts from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Shanty Creek Resorts may sustain in relation to or arising out of my and/or the minor's participation in the Snow Sports and/or use of the ski lifts, slopes, terrain parks, restaurants, parking or other facilities. ____ (Initial here).

I consent to and authorize the taking of photographs and/or videos during my and/or the minor's visit to Shanty Creek Resorts. I grant permission to Shanty Creek Resorts to use said photographs and/or videos in advertising, displays, web sites, electronic media, brochures, or publications without notification. I waive any and all rights to privacy in the photos/videos, the right to approve the finished photos/videos, printed or electronic matter and the right to arising from or related to the use of the photos and/or videos. ____ (Initial here).

I recognize that situations may arise where emergency or emergent medical or dental care may be necessary for me and/or the Minor. I authorize Shanty Creek Resorts to render first aid and to call for medical and/or dental care if, in their opinion, such medical or dental care is needed. I agree to pay for all expenses and costs associated with such care and related transportation. I understand this **Release and Indemnification Agreement** shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Shanty Creek Resorts 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.

I HAVE READ THE FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND THAT IT IS A CONTINUING RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I HAVE THE AUTHORITY TO ENTER INTO IT ON MY BEHALF AND/OR ON BEHALF OF THE MINOR. I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Name of Participant
(Please Print)

Name of Parent/Guardian if
Participant is a Minor (Please Print)

Date

Signature of Participant

Signature of Parent or Guardian
if Participant is a Minor

Phone Number of Participant/
Parent/Guardian