

CATAMOUNT ZIPTOUR / SCENIC CHAIRLIFT RIDE PARTICIPANT AGREEMENT

Waiver and Consent Not to Sue, Acknowledgement and Assumption of Risk and Indemnity



WARNING

Activities at Catamount ZipTour® involve the use of safety equipment that must be used according to specific directions. It also involves participation in activities that are dangerous, and participant herein acknowledges that danger and accepts it. FAILURE TO HEED ANY OF THE DIRECTIONS AND THESE WARNINGS MAY RESULT IN SEVERE INJURY AND/OR DEATH. You are responsible for your actions and decisions. Before using the Catamount ZipTour® or participating in a Scenic Chairlift Ride you must: 1. Read & understand all Instructions; 2. Get specific training in using the safety equipment and their proper use during the ZipTour® and Scenic Chairlift Ride; and 3. Understand and accept the risks involved.

The undersigned requests permission and/or requests permission for my child (the "Participant") to participate in the activities (the "Activities") of Catamount ZipTour® (the "Zip Tour") and the Chairlift Ride (the "Chairlift Ride") (together, the "Activities"). In consideration of being permitted to participate, on behalf of myself and, if applicable, my child, I do release, waive, forever discharge, and hereby covenant not to sue CATAMOUNT SKI RESORT, LLC, a Massachusetts limited liability company, any other entity participating in the operation of the Activities, and all of their subsidiaries and affiliates, and any and all of their agents, servants, successors, heirs, personal representatives, administrators and all other persons, volunteers, employees, related corporations, firms, predecessors and successors in interest participating in the operation of the Activities (collectively, the "Released Parties") from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs and expenses of any nature which Participant may have or which may hereafter accrue to Participant, arising out of or related to any loss, damage, or injury, including but not limited to suffering or severe injury or death, that may be sustained by Participant or his/her property, whether caused by the negligence or carelessness of the Released Parties or otherwise, while Participant is in transit to and from the Activities and while engaged in the Activities. I also agree, that in the event that anyone makes any claims against the Released Parties, as a result of my actions or the activities of my child or the improper use of the facilities by me or my child, that I will indemnify and hold harmless the Released Parties from such claims and related attorney's fees.

I have signed this Release in full recognition and appreciation of the potential dangers, hazards and risks inherent to using the Activities and associated activities thereto and assume the risk of both the use of the equipment and participation in the Activities. Hazards may include but are not limited to the malfunction or improper use of ski lifts and travel vans. There are hazards of slipping and falling or being struck by chairs while loading and unloading myself on the ski lifts. Other natural and environment dangers including severe weather conditions, insect's bites, bee's stings, and encounters with poisonous plants and with area wildlife. I understand there are long hikes involved and I will be walking on uneven ground surfaces which contains rocks, tall and slippery grass, bumps and ruts, and steep terrain which include risks of slipping or falling and riding off road vehicles on ski area property. I understand that my actions, the actions of my child or others, including Catamount Ski Area staff may cause severe or even fatal injuries to me, my child or others. I agree to voluntarily participate in the Activities and, if applicable, to permit my child to participate in the Activities, despite the risks involved.

I understand and agree that the Released Parties do not have medical personnel or treatment available to the Participant. I hereby authorize and grant full permission to secure emergency medical treatment for Participant, if necessary, and further that such action shall be subject to the terms of this Agreement. I understand and agree that the makes no warranty and assumes no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment. We further state that there are no health-related problems or reasons that would preclude or restrict the Participant's participation in these Activities, and that Participant is covered by adequate medical health insurance to provide for any medical costs that may be necessary during the Activity.

Participant's Parent/Guardian further agrees to save and hold harmless, indemnify and defend the Released Parties from any claim by Participant, or Participant's family, or court appointed representative arising out of Participant's participation in the activity described above. If I have executed this Release for another person, I represent that I have complete authority and will indemnify and hold the Released Parties harmless from any claims (including attorney's fees incurred) that the Release was not properly executed by or on

behalf of the Participant. This agreement will apply to my, or the minor participants, participation in activities at the ZipTour, until replaced or cancelled in writing.

I consent to the reproduction and use by the Released Parties of photographs, videos and other images and sound recordings of me, or the minor participant, without compensation, for advertising or other purposes; and I release the Released Parties from liability for any violation of any personal and/or proprietary right I or the minor participant may have in connection with such reproduction or use.

If any term or provision of this Release shall be held illegal, unenforceable or in conflict with any law governing this Release, the validity of the remaining portions shall not be affected thereby. Any and all disputes will be governed by the laws of the Commonwealth of Massachusetts. Any action regarding this document or any matter involving use of the ZipTour or the Chairlift Ride or other Activities must be brought in Superior Court, Berkshire County, Massachusetts or the U.S. District Court, District of Massachusetts.

THIS IS A RELEASE OF LEGAL RIGHTS.

I CERTIFY THAT ALL PARTICIPANTS HAVE NO DISQUALIFYING MEDICAL CONDITIONS; ARE AT LEAST 48" TALL AND NOT OVER 82" TALL, AND OVER 50LBS BUT NOT OVER 260LBS; AND ARE AT LEAST 10 YEARS OLD AND ACCOMPANIED BY AN ADULT IF 10-15 YEARS OLD.

I CERTIFY THAT I HAVE READ, UNDERSTOOD THE POSTED DESCRIPTION OF THE ZIPTOUR AND SAFETY INFORMATION (WRITTEN HANDOUT AVAILABLE) AND WILL FOLLOW INSTRUCTIONS OF CATAMOUNT STAFF AND UNDERSTAND THAT I MAY DECIDE NOT TO PARTICIPATE AFTER VIEWING THE INSTRUCTIONAL VIDEO OR AT ANYTIME DURING THE ZIPTOUR (TRANSPORTATION OFF THE MOUNTAIN IS AVAILABLE).

This Agreement is executed under seal on the date noted below.

Participant Signature	Parent / Guardian Signature	Participant Age:
Print Name	Print Name	
Address:	Address:	Email Address(es):
Date:		

If participant is under 18, signature of parent/legal guardian is required to sign before the child will be permitted to participate.