

# Superior Snow Adventures LLC, Marquette Mountain Ski Area, and Competition Participant

## Warning, Assumption of Risk, Release of Liability, Hold Harmless & Indemnity Agreement PLEASE READ CAREFULLY. THIS RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS

“Participant” means the undersigned, being at least 18 years old, or the minor user (under 18) and the undersigned parent or legal guardian of the minor signing on behalf of himself/herself and the minor (hereinafter individually and collectively “I”) agrees and understands that alpine skiing and snowboarding in its various forms (hereinafter the “Activity”) is **HAZARDOUS and may involve the risk of physical injury or death**. I further agree and understand that training or racing competitively is more HAZARDOUS than recreational skiing.

### WARNING

**Under Michigan law, a skier assumes the risk of any injury to a person or property resulting from any of the inherent dangers and risks of skiing and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing, including: Changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variations in terrain; and the failure of skiers to ski within their own abilities.**

I agree with the premise that Participant is a competitor at all times, whether practicing for competition or in competition. I agree that Participant is always provided an opportunity to and will conduct a reasonable visual inspection of the training or racecourse. I agree and understand that I will be held to assume the risk of all course conditions including but not limited to, weather and snow conditions, course construction or layout and obstacles.

I understand and agree the Participant may be riding the lift without being accompanied by an adult. I hereby give permission for Participant to ride the lift without being accompanied by an adult.

I expressly **ASSUME ALL RISKS** associated with the Activity; I agree and understand that these risks include, but are not limited to, risk associated with: marked and unmarked obstacles; slick or uneven walking surfaces; surfaces covered with ice and snow; rugged mountainous terrain; strenuous activity; high elevations; grooming, snowmaking, snowcats, snowmobiles; course and course setting; ski lift operations; acts or omissions of employees, volunteers, or agents of the ski area; training; travel to and from the competitive event and free skiing. I understand and acknowledge that I have been informed and understand all rules and regulations of participation in the Activity. Participant is responsible for reading, understanding and complying with all signage, including instructions of use of the lifts. I recognize that the Participant must have the physical dexterity and knowledge sufficient to safely load, ride and unload the lifts. Participants assume the risks of riding the lifts and engaging in activities accessible from the lifts. Participant understands that snowmobiles, snowmaking and snow-grooming equipment may be encountered at any time I recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity. **Despite all these risks, participant voluntarily choose to take part in the Activity.**

In consideration of engaging in the Activity, I agree to **ASSUME ALL RISKS** associated with the Activity as well as those risks provided by the Michigan Ski Safety Act and agree to hold harmless, release, defend and indemnify Superior Snow Adventures LLC, and its subsidiaries and affiliates, their respective officers, directors, agents, servants and employees (each hereinafter a “Released Party”) from all liabilities and/or claims for injury of death to persons or damage to property arising from engagement in the Activity, including those injuries and damages caused by the Released Parties’ alleged actual: 1) negligence or 2) breach of any express or implied warranty. By execution of this Release, the undersigned agrees to indemnify each Release Party for any injuries to Participant or to other person(s) or property that Participant may cause as a result of engaging in the Activity.

I warrant and represent that I am in good health and there are no special problems with the care of myself (or the child) and the undersigned parent or legal guardian (if applicable) has left no special instructions regarding myself or the child that have not been listed on the registration form.

The undersigned: 1) authorizes the Released Parties and/or their authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 2) agrees that upon Participant’s transport to any such medical facility or hospital that the Released Parties shall not have any further responsibilities for the Participant; 3) further agrees to pay all costs associated with such medical care and related transportation provided for Participant;

4) shall indemnify and hold harmless the Released Parties of and from any costs incurred therein; 5) agrees to defend and indemnify the Released Parties for any and all claims whatsoever brought by the Minor User; 6) grants permission for the Minor User to ride any ski area or public transportation and expressly assumes all risks inherent in same; and

7) agrees to defend and indemnify the Released Parties for any and all claims whatsoever brought by a third party arising in connection with the Participant’s participating in the Activity.

In exchange for, and in consideration of making the Marquette Mountain Ski Area and premises available to me for participation in the Activity, I **CONTRACTUALLY AGREE** that any and **ALL DISPUTES** between me and the Released Parties arising from my participation in the activity, and **INCLUDING** any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF MICHIGAN** and **EXCLUSIVE JURISDICTION** thereof will be in the state court residing in the county where the alleged tort occurred or Federal Court for the State of Michigan.

This Release shall be binding to the fullest extent permitted by law. In the event any provision of the Release is found to be unenforceable, the remaining terms shall be enforceable. The undersigned parent or legal guardian acknowledges that he/she is also signing this Release on behalf of the minor and that the minor shall be bound by all terms of this Release. The Release shall be binding upon Participant’s assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

**I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE. I UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. I AM AWARE THIS IS A RELEASE AND I SIGN IT OF MY OWN FREE WILL.**

Further, full permission is hereby given to use photographs or movies of said Participant taken during any competitive event or training exercise for any purpose in promoting events of Superior Snow Adventures and/or Marquette Mountain.

I give my permission for Superior Snow Adventures and/or Marquette Mountain to copyright, publish or resell photographs, tapes or videos of me, for use in its promotional materials. I release my name to be used for internet purposes, to promote, advertise, and represent Superior Snow Adventures and/or Marquette Mountain.

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