

**SHAWNEE PEAK SEASON PASS
LIABILITY RELEASE, ACKNOWLEDGMENT OF RISKS, and AGREEMENT NOT TO SUE**

(READ CAREFULLY BEFORE SIGNING)

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

I acknowledge that my use of or presence on the Shawnee Peak ski area, equipment, base lodge, and premises (referred to herein as "facilities"), including but not limited to the use of aerial and surface lifts, skiing, snowboarding, tubing, snowshoeing, snow sports, uphill travel and other recreational activities, involve risks which may be HAZARDOUS to skiers, riders and other participants. I understand that falls and injuries are a common occurrence. I understand I must keep deliberate and conscious control of my body, both on the ground and in the air, while properly using my equipment in variable weather and conditions. I will ski and snowboard only within my own ability. I understand my safety is directly affected by my judgment in the severe elements of rough, mountainous terrain. I understand my participation in skiing, riding, and other snow sports and the use of aerial and surface lifts involve risks which are dangers and conditions that are an integral part of the activity, as well as other known and unknown risks which include, but are not limited to: risks relating to loading onto, riding on, and unloading from lifts; existing and changing weather conditions; existing and changing snow conditions, such as ice, hardpack, powder, packed powder, slush and granular, corn, crust, cut-up and machine-made snow; surface or subsurface conditions, such as dirt, grass, bare spots, rocks, stumps, trees and other natural objects; collisions with or falls resulting from such natural objects; collisions with or falls from lift towers, lights, signs, posts, fences, mazes or enclosures, hydrants, pipes, snowmaking and snow-grooming equipment, trail maintenance vehicles and snowmobiles, which may be operating at any time, other man-made structures or objects and their components; collisions with or falls resulting from such man-made objects; variations in steepness or terrain, whether natural or as a result of slope design, including but not limited to: freestyle terrain, jumps, roads and catwalks or other terrain modifications; snowmaking or snow-grooming operations; the presence of and collisions with other skiers or riders; and the failure of skiers or riders to ski or ride safely, in control or within their own abilities. I acknowledge that I am bound by the Maine Skiers and Tramway Passengers Responsibilities Statute. I agree to comply with the requirements of the Ski Industry's "Responsibility Code," and with warnings and instructions posted on the facilities. **I AGREE FREELY AND VOLUNTARILY TO ASSUME ALL RISKS**, including the risk of personal injury, death or property damage associated with use of the facilities.

LIABILITY RELEASE, INDEMNITY, HOLD HARMLESS, and AGREEMENT NOT TO SUE

In consideration of being permitted to use the facilities, **I AGREE** on behalf of myself, my heirs, my assigns and, if applicable, my minor children or wards, **to RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND**, Shawnee Peak Holdings LLC, and its parents, subsidiaries, affiliates and successors, real and personal property owners, agents, assigns, officers, directors, contractors, volunteers, employees and insurers (collectively, **the "RELEASEES"**) **from any and all legal liability** for personal injury, death, or property damage sustained in connection with my use and, if applicable, my minor children's or ward's use, of the **RELEASEES'** facilities, for any reason and under all circumstances. **THIS LIABILITY RELEASE INCLUDES ANY AND ALL CLAIMS BASED ON ALLEGED NEGLIGENCE OR BREACH OF WARRANTY BY THE RELEASEES.**

I AGREE NOT TO SUE THE RELEASEES on my own behalf, and if applicable, on behalf of my minor children or wards, for any claims of personal injury, death or property damage which may occur from my or their use of **RELEASEES'** facilities, including any and all claims based on the alleged **NEGLIGENCE OF RELEASEES**. Should any claim or action be asserted in contravention of this agreement, I or my successor(s) shall be liable for all expenses, **INCLUDING LEGAL FEES**, incurred by **RELEASEES**. This entire Agreement is governed by the laws of the State of Maine as broadly as permitted by law. I agree that exclusive jurisdiction and venue for any legal action shall be in the State or Federal Courts of Maine. If any part of this agreement is determined to be unenforceable, all other parts shall still be given full force and effect.

OTHER CONDITIONS

This Liability Release, Acknowledgement of Risks, and Agreement Not to Sue (hereinafter "Agreement") applies to all Shawnee Peak Ski Area passes, including but not limited to the Adult Season Pass, GenSki Season Pass, Student Season Pass, Junior Season Pass, Group Day Pass, Senior Season Pass, Peak Sunday Pass, MidWeek Season Pass, 5 & Under Season Pass, and Super Senior Pass.

My season pass privileges are valid beginning on the opening day of the 2020-2021 winter season and closing day of the 2020-2021 winter season, subject to Shawnee Peak's Season Pass Terms & Conditions of Use. I acknowledge that season duration or frequency of use is NOT GUARANTEED due to WEATHER and SNOW CONDITIONS, or any other reason or cause.

I agree to: (a) visibly display my season pass when boarding lifts; (b) present my season pass to any resort authorized representative upon request; and (c) refrain from reckless skiing or riding or other misconduct. I understand my season pass is NOT transferable and NOT refundable. I understand and acknowledge that my season pass may be revoked without refund for failure to comply with the foregoing, or for any violation of resort policy.

I hereby grant permission to Shawnee Peak Ski Area to use my image(s), picture or other likeness(es), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.

PARENT / GUARDIAN AUTHORIZATION

As a parent/guardian with legal responsibility for the minor pass holder(s), identified with this purchase, I verify that I have authority to enter into this Liability Release, Acknowledgement of Risks, and Agreement Not to Sue (hereinafter "Agreement") on behalf of the minor child(ren). I have read, understand, and agree that the minor child(ren), ward, and anyone acting on their behalf, including me, is bound by the terms of this Agreement. Furthermore, if any claim or action, including any claim alleging **NEGLIGENCE** is brought by my minor child, ward, or anyone claiming to act on their behalf, against any **RELEASEES**, I agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND RELEASEES** for any and all expenses incurred by **RELEASEES** in defending and/or satisfying any judgment, including legal fees. In the event I cannot be reached at the telephone number listed below, I authorize Shawnee Peak to call for medical care and/or transportation of my minor child or ward if deemed necessary by Shawnee Peak. I also authorize the attending healthcare providers to administer necessary medical attention and agree to pay all costs associated with such care and related transportation.

ACKNOWLEDGEMENT

I have carefully read this entire Agreement, understand it, agree to its terms, and freely and voluntarily enter into this Agreement. I understand that this document is intended to legally prevent me, or any other person claiming through me, from filing suit or making a claim for damages in the event of personal injury, death, or property damage. I understand that the permission to use the facilities is being given to the undersigned participant(s) in exchange for the execution of this Agreement. I acknowledge and agree that this document supersedes any other agreement or representations by or between the parties and that all provisions of this Agreement will be in force and survive throughout and after the 2020-2021 winter season.

Applicant(s) must sign below.

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Print Name DOB Signature Date

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Print Name DOB Signature Date

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Print Minor's Name DOB Parent / Guardian
Signature Date

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Print Minor's Name DOB Parent / Guardian
Signature Date

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Print Minor's Name DOB Parent / Guardian
Signature Date

PHONE NUMBER OF PARENT / GUARDIAN: _____