

**2010-2011 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) 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, stumps, and branches; snow and 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 due to man-made or artificial snow, variable and difficult snow conditions; slick walking surfaces, the presence of hidden or visible water and 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, other vehicles, Resort equipment or structures; impact or collision with other persons; 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. **PARENT/GUARDIAN:** In consideration of Crystal Mountain allowing the Student to participate in the School Program and preparatory training during the 2010-2011 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 agree to **Release and Agree to Hold Harmless, Indemnify and Defend** Crystal Mountain, its agents and employees from any and all claims, actions, damages, including claims or actions brought by the Student, including, but not limited to: negligence, negligence of Crystal Mountain and its agents and employees, breach of contract, breach of any statutory or other duty of care. I further agree to **Indemnify, Hold Harmless and Defend** Crystal Mountain, its agents and employees from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Crystal Mountain, its agents or employees sustain as a result of the Student's participation in the Program. _____ **(initials)**

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. _____ **(initials)**

4. 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_____).

5. 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.

6. 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.

7. 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 2010-2011 SKI SEASON. I HAVE THE AUTHORITY TO ENTER INTO IT AND I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

_____ Date of Birth: ___/___/___
Name of Student (please print) Name of Group

Name of Student's Parent/Guardian(please print) Signature of Parent/Guardian Emergency Phone Number(s)

