

Swiss Valley Inc. Release of Liability and Indemnification Agreement

This release covers the following activities- skiing, snowboarding and ski equipment rental and use of the resort premises

**IMPORTANT:** PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS. This waiver is applicable to season pass holders; daily lift ticket purchasers; and daily and seasonal equipment users.

1. **Assumption of Risk:** I am aware that skiing, snowboarding, race events, slush cups, terrain park events and participation, ski and snowboard lessons and related activities (including the use of snowblades or similar snow sport devices) are HAZARDOUS and involve many RISKS and DANGERS including, but not limited to: riding and disembarking ski lifts; falls from lifts or from evacuation equipment, 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, tree stumps, and forest dead fall; 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; slick walking surfaces including, but not limited to sidewalks and parking lots, the presence of streams, creeks and exposed holes in the snow pack; snowcat roads, road-banks or cut-banks; impact or collision with lift towers, trees, manmade features, pipes, rails, jumps, fences, ropes, buildings, posts, boundary markers, snow making equipment, snow grooming equipment, snowmobiles or other vehicles, equipment or structures; impact or collision with other skiers; negligence of other skiers and; negligence on the part of the Swiss Valley Ski Area its employees, owners, officers, representatives, directors, shareholders, agents, and vendors. I am aware that the RISKS, DANGERS and HAZARDS referenced above exist throughout the Swiss Valley Ski Area and that many risks, dangers and hazards are unmarked.
2. **Waiver and Release of Liability:** I agree to conduct myself within the limits of my individual ability while at the Swiss Valley Ski Area and agree not to act, ski or snowboard in a manner that might contribute to injuries. I understand that I am the sole judge of my ability to negotiate a track, trail or slope. The undersigned understands that he/she is solely responsible for reading and understanding all signage and instructions on the premises and for complying with them. In consideration of Swiss Valley Ski Area permitting me to use Swiss Valley's ski lifts, parking and other facilities, I hereby expressly assume and accept any and all risks and dangers associated with my participation in skiing and snowboard and other activities at the Swiss Valley Ski Area which may include but is not limited to the possibility of personal injuries, death or property damage. I agree not to sue Swiss Valley, Inc. or its employees, officers, representatives, directors, shareholders, agents and vendors etc.
3. **Indemnification Agreement:** I further agree to Release, Hold Harmless, Indemnify and Defend the Swiss Valley ski area and its employees, owners, officers, representatives, directors, shareholders and vendors from any and all claims, actions, losses, suits, damages, and allegations, 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 the Swiss Valley Ski Area, breach of contract, breach of any duty or other duty of care and breach of express or implied warranty. I further agree to Indemnify, Hold Harmless and Defend Swiss Valley, Inc., from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which the Swiss Valley Ski Area may sustain in relation to or arising out of my participation in skiing, snowboarding, racing, special events or other activities at the Swiss Valley Ski Area.
4. **Equipment Rental:** If the participant has selected Equipment Rental (Seasonal or Daily), they agree to accept the rental equipment "as is" and assume full financial responsibility for the care and return of the equipment. The participant acknowledges that the binding system on the rented equipment cannot guarantee the user's safety. The participant agrees to pay the full replacement value of any equipment that is lost, stolen, or not returned, and understands that no refunds will be provided for unused rental equipment. I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at the slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.
5. **Minor Participation:** If the participant is signing on behalf of a minor, the undersigned certifies that they are the parent or legal guardian of the minor and have the authority to enter into this agreement on the minor's behalf.

The undersigned further agrees to indemnify and hold harmless the Swiss Valley Ski Area from any and all claims resulting from the minor's use of the facilities.

6. **Photo and Video Release:** The participant grants the Swiss Valley Ski Area the right to use any photographs or videos taken during their visit for promotional purposes without compensation. The participant waives any rights to privacy or approval of the images used.
7. **Governing Law:** This agreement shall be governed by the laws of the State of Michigan, and any disputes arising under this agreement shall be resolved in the courts of Michigan.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND SWISS VALLEY, INC., AND I SIGN IT OF MY OWN FREE WILL. I also acknowledge that this is an ongoing and continuing release.**

Participant's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Parent/Guardian Signature (if applicable): \_\_\_\_\_

Date: \_\_\_\_\_