



13 Nights

ACKNOWLEDGEMENT OF RISKS AND HAZARDS, LIABILITY RELEASE AND AGREEMENT NOT TO SUE

Please read carefully before signing. This is a legal document and a release of legal rights

I acknowledge that:

- a. 13 Nights, the Mountain Coaster, Giant Swing, the Berkshire Express Chairlift, the Soaring Eagle Zip Ride and their related activities (collectively, "**Activities**") involve inherent and other risks of **injury** and **death** including but not limited to: continually changing weather and surface conditions, bare ground, ruts, bumps, banks, the use of lifts, various special effects, lighting, fog, intense sound, automation and trained performers specifically designed to scare me, misuse or failure of the facilities or equipment and a multitude of other risks inherent in participating in the Activities, and my use of the equipment and my presence on Jiminy Peak Mountain Resort premises ("**Premises**") as well as collisions with other participants, or any of the props or equipment used in the production of 13 Nights, injuries to any and all parts of the body, including sprains, strains, fractures and abrasions, dislocations, lacerations, being collided with by other participants and/or equipment, emotional trauma, or death;
- b. there may be other risks not known to me or reasonably foreseeable at this time;
- c. having a Resort employee present does not lessen the amount or severity of the risks or hazards of these activities;
- d. I made a voluntary choice to participate in these activities despite the risks;
- e. I have read this entire agreement and fully understand its terms.

In consideration of the terms of this agreement and Jiminy Peak Mountain Resort, LLC's ("**Resort**") permission for me to participate in the Activities, I hereby:

- 1. **assume any and all risks of injury, death and property damage arising from my participation in the Activities and other related activities, and my presence on the Premises;**
- 2. agree not to bring a claim against and **agree to release and forever discharge** the Resort, CLP Jiminy Peak, LLC, Centerplate, their respective employees, officers, managers, parent companies, affiliates, mortgagees, agents, and their successors in interest (collectively "**Resort Parties**"), from all liability for injury, death, property loss and damage that results from activities that are in any way related to my participation in the Activities, the use of the equipment, or is related to any other activity at the Premises **including all liability that results from the negligence of the Resort Parties, or any other person or cause;**
- 3. agree to **indemnify** the Resort Parties from any and all losses, liabilities and attorney's fees resulting from any claims or suits for personal injury, death and/or property damage that arise out of my participation in the Activities, use of the equipment, or any other activities on the Premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused, or any subrogation or derivative claims brought by any third party or insurer for injury or damage I may cause; and
- 4. consent to the Resort's use of any pictures (video and print) for commercial purposes or otherwise, of me in connection with the Activities at the Premises, without restriction as to frequency, duration or medium.

This document is a legally binding contract, is binding on my heirs, executors, administrators and assigns and supersedes any other agreements or representations by or between the parties. This document is governed by the laws of the Commonwealth of Massachusetts. It will be interpreted to provide as broad and inclusive a release of liability as is legally permissible, but it is not intended to assert any claims or defenses that are prohibited by law. **Exclusive jurisdiction and venue for any legal action against the Resort Parties is in Superior Court of Berkshire County, Massachusetts or the federal courts of the Western District of Massachusetts and those courts have personal jurisdiction.** If any part of this agreement is determined to be unenforceable, all of its other parts will be given full force and effect. I understand that the Resort is granting me permission to participate in the Activities, use the Premises, its facilities, and equipment in exchange for me signing this agreement. This agreement will survive and continue in force beyond the termination of the current 13 Nights season with respect to any liability, injury or damage occurring before termination.

Participant age 18 and over must sign below:

E-mail address:

Signature: _____ Print Name: _____ Date: _____

For Participants Under 18 Years of Age: As parent/guardian signing this agreement for the following named minor:

_____ ("**Minor**"), I acknowledge and agree that by signing this agreement on behalf of the Minor, the Minor and I agree to be bound by its terms. I hereby agree to **indemnify** the Resort Parties for any claim or suit arising out of the Minor's participation in the Activities or the Minor's presence on the Premises. **In the event that I am not the parent or legal guardian of the Minor**, or I did not have the legal capacity or authority to execute this agreement on behalf of the Minor, **then I agree to indemnify** the Resort Parties if any claim is instituted against them as a result of any injury or death arising out of, relating to, or in any way connected with the Minor's participation.

Signature (Parent/Guardian): _____

Print Name (Parent/Guardian): _____

Date: _____