

**2008/2009 Release & Indemnification Agreement
Season Pass Agreement**

- 1) Skiers, snowboarders and ski lift passengers are governed by the New York State **SAFETY IN SKIING CODE**, Article 18 of New York General Obligations Law.
- 2) **BEFORE AFFIXING YOUR PASS** or allowing your pass to be affixed to your person, your attention is directed to a posted **“WARNING TO SKIERS” WHICH IS DISPLAYED AT** Holiday Mountain ticket locations and is reprinted below.
- 3) The Safety in Skiing Code requires you to seek out, read and understand the **“WARNING TO SKIERS”** before you decide to participate in the sport of skiing.

WARNING TO SKIERS: Downhill skiing and snowboarding, like many other sports, contains inherent risks including but not limited to the risk of personal injury, including catastrophic injury, or death, or property damage, which may be caused by variations in terrain or weather conditions, or surface or subsurface snow, ice, bare spots or areas of thin cover, moguls, ruts, bumps, or other persons using the facilities; rocks, forest growth, debris, branches, trees, roots, stumps; or other natural objects or man-made objects that are incidental to the provisions or maintenance of a ski facility in New York State. New York law imposes a duty on you to become apprised of and understand the risks inherent in the sport of skiing, which are set forth above, so that you may make an informed decision of whether to participate in skiing not with standing the risks. New York also imposes additional duties upon you, to which you must adhere, for the purpose of avoiding injury caused by any of the risks inherent in skiing. If you are not willing to assume all of these risks and abide by these duties, you must NOT participate in skiing at this area. **IF YOU ARE WILLING TO ASSUME ALL OF THESE RISKS AND ABIDE BY THESE DUTIES, PLEASE SO INDICATE BY SIGNING BELOW.**

I agree to abide by all rules, regulations and policies of Holiday Mountain Fun Park Inc. I will instruct all minors, whom I have signed for as parent or legal guardian, of these policies and agree to be held responsible for any damages, fines or penalties resulting from a violation of these rules. I further agree to indemnify Holiday Mountain Fun Park Inc against all claims arising from such acts committed by me or those minors. I understand that Holiday Mountain has the right to prosecute individuals guilty of Fraudulent Pass use under the guidelines of the New York Theft of Services Act. Discounted pass rates are applicable only upon receipt of valid payment.

RELEASE: I have read and understand the NOTICE printed above. I have read, reviewed, and understand the **“WARNING TO SKIERS:** I am aware of, understand, and agree to assume the risks inherent in the sport of skiing as set forth on the **“WARNING TO SKIERS”**. I agree not to sue Holiday Mountain for any/all personal injury or property damage sustained while using this pass. I agree to indemnify Holiday Mountain for any claims brought by my minor children. There will be no refunds of any kind or for any reason on purchases Season Passes. Picture IDs will be issued and this ID must be presented every time you board a chairlift. Lost Season passes will NOT be replaced. Anyone forgetting his/her season pass must purchase a full rate ticket to ski that day. No exceptions. Transfer or sale of your season pass to someone else will result in loss of skiing privileges for the rest of the season without exception.

SEASON LOCKERS: I am aware that Holiday Mountain is NOT responsible for theft or loss of personal property. Personal belonging must be removed from all lockers prior to March 31, 2008. Any items not claimed by March 31, 2008 will incur a \$25 per month fee until items are picked up and/or items confiscated.

RELEASE AND INDEMNIFICATION AGREEMENT: In consideration of being permitted to use the facilities operated by Holiday Mountain Fun Park Inc in connection with the seasonal programs, I expressly acknowledge and agree as follows:

- 1) I have read and understand the “Duties of Skiers”, “Duties of Passengers” and “Duties of Skiers with Respect to inherent risks” under the New York State safety in skiing code (Article 18) of the New York General Obligations Law).
- 2) I am physically fit and capable of meeting my responsibilities as a skier. I agree not to utilize the facilities of Holiday Mountain Fun Park Inc while under the influence of drugs and/or alcohol.
- 3) I agree to seek out, read, review, and abide by any and all notices which may be posted by Holiday Mountain Fun Park Inc which may pertain to my responsibilities as a skier and to abide by any directions of the Ski Patrol, Ski School, or Management.
- 4) I recognize and explicitly acknowledge that skiing is a hazardous sport. I agree to accept any/all legal responsibility for any personal injury, death, or property damage which results from the use of the facilities at the Holiday Mountain Fun Park Inc, or participation in the Seasonal Programs including but not limited to personal injury, death or property damage which results in skiing.
- 5) I have, read, reviewed, and I understand the **“Warning to Skiers”** which is posted above and at Holiday Mountain’s ticket window.
- 6) I have obtained such education in the sport of skiing as is appropriate to my level of ability and have familiarized myself with the skills and duties necessary to reduce the risk of injury in skiing.
- 7) I hereby agree not to sue Holiday Mountain Fun Park Inc and any individuals, corporations, or entities, which did or down, operate, maintain, construct, design, or control any real or personal property, machinery, equipment or fixture which did or does constitute a portion of or which is or ever was used in connection with the ski resort known as Holiday Mountain Fun Park Inc and all sponsors of the Seasonal Programs: as well as any such entity’s officers, directors, agents, employees, volunteers, or consultants (hereinafter individually and collectively in all combinations “Releases” or Indemnified Parties”) for any personal injury, death or property damage that my occur as a result of my participation in the Seasonal Programs and /or my use f the facilities of the Holiday Mountain Fun Park Inc .
- 8) Therefore, by participating in the event, and by executing this agreement it is my express intention to waive any and all claims which I have or might have or which my spouse may have acting on my behalf or which he or she may have in his or her own right, to bring any form of civil suit, whether for compensatory and/or punitive damages arising out of the event, and any incidents related thereto which may cause me injury, whether permanent, temporary or terminal.
- 9) I further agree for myself, my successors, heirs, assigns, executors, and administrators, to indemnify and hold the Indemnified Parties harmless from all claims and suits for personal injuries, death or property damage arising out of my participation in the Seasonal Programs and/or my use of the facilities at the Holiday Mountain Fun Park Inc. Thus, I will pay to each Indemnified Party against whom such a claim is asserted all costs and legal fees expended to defend such claims as well as any sum of money paid to claimant by the Indemnified Parties as a result of judgment or settlement. I recognize and understand this indemnification provision is distinct from and independent of the release provisions. Accordingly, this indemnification provision will apply whether or not for any reason the release provisions are held invalid or inapplicable in whole or in part to any claim asserted.
- 10) I further agree that any photographs, pictures, slides, videotapes, movies, or documents or any reproduction of the same containing my name or likeness taken or made in connection with the Seasonal Programs: may in any manner be used by Releases, or by any person, corporation, partnership, or association authorized by Releases.
- 11) Because it is my intention to waive and relinquish any/all claims which I might otherwise have against Releases in the even I should sustain an injury, whether minor or most severe, disabling and/or terminal, I have given careful consideration to the adequacy of my medical insurance, disability insurance, life insurance and my personal financial resources, any or all of which would be available to provide for medical expenses, disability, and short-term and long-term

Financial security for myself and/or any other persons who may be dependent upon me for support. By signing below and participating in this event I am signifying that I am properly insured and/or financially equipped to provide for any contingency which may arise as a result of my participation in this event.
12) Although at this time this Release has been reviewed and signed I have not inspected the ski slope and facilities where this event is to take place, I also acknowledge that it is MY responsibility alone to thoroughly familiarize myself with the slop, course, area and equipment, and that it is MY sole responsibility to either not participate in the event, or to discontinue participation in the event if there is anything unsafe or which creates any additional risk over and above that which is inherent in skiing.
13) Holiday Mountain reserves the right to revoke the license granted hereunder at any time for any reason or for no reason.
14) I have read and understand the foregoing release and indemnification agreement and sign it voluntarily. I agree to the above terms.

Signature **Date**

Print Name

Name of Minor Child/Children

I am the legal guardian/parent of the above minor child/children. I have read the above terms and agree to abide by them on behalf of minor child/children.

Signature of Legal Guardian/Parent **Date**

Processed By: _____