

MIDWEST ADAPTIVE SPORTS PROGRAM

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY, AND INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT

READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

“Adult” means the undersigned Adult, being at least 18 years old, signing on behalf of him/herself and/or the undersigned parent(s) or legal guardian(s), being at least 18 years old, signing on behalf of the minor child or protected person named below (“Protected Person”) so that the Protected Person or Adult will be permitted to engage in the Activity. “Participant” refers to the person taking part in the Midwest Adaptive Sports (“MAS”) program. Adult and Protected Person shall collectively be referred to hereinafter as the “Undersigned”. Undersigned agree and understand that skiing, snowboarding and/or any other activities or programs or use of the facilities or equipment, (collectively hereinafter the “Activity”) of MAS and Snow Creek Resort (“Resort”) can be **HAZARDOUS**. Undersigned understand the following applies whenever Participant uses MAS or Resort’s facilities or services. The Undersigned understand that Participant will not be permitted to take part in an Activity unless this Warning, Assumption of Risk, Release of Liability and Indemnity Agreement and Consent for Medical Treatment (“Agreement”) is fully executed.

UNDERSIGNED UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN ANY ACTIVITY DURING THE SKI SEASON WITHOUT REQUIRING UNDERSIGNED TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY AND/OR EACH ACTIVITY UNTIL UNDERSIGNED REVOKE IT IN WRITING AND THAT WRITING IS ACCEPTED IN WRITING, SIGNED BY THE MAS’ AUTHORIZED REPRESENTATIVE.

Undersigned are advised and understand that any person using a ski area for the purpose of skiing, which includes, without limitation, sliding downhill or jumping on snow or ice on skis, a toboggan, a sled, a tube, a snowbike, a snowboard or any other device; or for the purpose of using any of the facilities of a ski area, including but not limited to ski slopes and trails is considered a “skier” and, further, that a skier using the facilities of a ski area assumes certain “inherent dangers and risks of skiing.

NOTWITHSTANDING THE FOREGOING, ADULT ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT BY SIGNING THIS AGREEMENT, ADULT FOR HIM/HER SELF AND, IF APPLICABLE, ON BEHALF OF PROTECTED PERSON, IS VOLUNTARILY ASSUMING ALL DANGERS AND RISKS OF SKIING, INHERENT OR OTHERWISE, AND IS WAIVING RIGHTS, AND RELEASING CLAIMS IN CONNECTION WITH DANGERS AND RISKS ABOVE AND BEYOND THOSE ADDRESSED IN THE PREVIOUS PARAGRAPH.

Adult acknowledges on Adult and Protected Person’s behalf that falls and collisions occur and **INJURIES or DEATH** may result from participation in the Activity. Undersigned assume the responsibility of Participant maintaining control at all times while involved in an Activity. Participation in an instructional program does not eliminate the inherent risks of skiing or of riding lifts. ADULT agrees to read, to have Protected Person read and, if necessary explain to Protected Person all posted signs and warnings including instructions on the use of lifts and rental or other equipment and Participant agrees to obey all signs and warnings posted at the Resort. Undersigned understand that Participant must have the physical dexterity with such assistance as MAS may offer and knowledge to safely load, ride and unload the lifts. Undersigned assume the risks of Participant riding the lifts and engaging in Activities accessible from the lifts. Undersigned are advised that snowmobiles, snowmaking and snow-grooming equipment or other vehicles or equipment may be encountered at any time and that Participant must be alert for and avoid such equipment. Undersigned understand that the use of the ski area facilities involves risks including but not limited to high elevation, wildlife encounters, marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice and snow, unstable ice and snow, rugged mountainous

terrain, acts of other skiers and equipment malfunction. Undersigned understand that there are risks involved in decision-making and conduct of MAS' employees or volunteers involved with an Activity, including, but not limited to, the risk that an instructor/guide may misjudge Participant's abilities, conditioning, or misjudge weather, terrain, snow conditions, route selection, location, or some aspect of Participant's mental, emotional or physical condition that may make a certain portion of any Activity appropriate or inappropriate for the Participant. **DESPITE ALL THESE RISKS, ADULT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY OR TO PERMIT THE PROTECTED PERSON ON WHOSE BEHALF ADULT IS SIGNING, TO PARTICIPATE IN THE ACTIVITY.**

Undersigned agree not to enter a "CLOSED" area and understand that entering or skiing in a "CLOSED" area is illegal and more dangerous to Participant and others than skiing in open areas of the ski area. Undersigned agree to inspect before use all equipment offered for use by MAS or Resort including, but not limited to, rental ski, snowboard, boots, bindings or ice skating, tubing, exercise equipment or other equipment (the "Equipment") and ask questions of MAS or Resort's employees if Participant does not fully understand how to use either the Equipment or Resort's facilities. Undersigned warrant that information provided to rental and ski/board school technicians and personnel will be accurate and complete. **Adult understands that he/she may not be available or present when the Protected Person's Equipment is fitted and adjusted and hereby waives the opportunity to verify the binding settings and authorizes employees of MAS or Resort, other than the technician performing the fitting and adjusting, to verify the binding settings.** Undersigned understand that, although Participant may be wearing a helmet, **a helmet cannot guarantee Participant's safety** and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. **Undersigned understand that bindings may not release at all times or under all circumstances where release may prevent injury or death. It is not possible to predict every situation in which bindings will release. In snowboarding, cross-country, telemark skiing, snowblading, and ski boarding, the binding system will not ordinarily release during use. These bindings may not be designed to release as a result of forces generated during ordinary operation.** Undersigned accept for use "AS IS" any Equipment Participant uses for an Activity and to return either before use or promptly after discovery for replacement or repair any Equipment believed by Participant to be damaged or defective in any way. Adult accepts full responsibility for the care of the Equipment used for an Activity and agrees that Adult will be responsible for the replacement at full retail value of any Equipment damaged or not returned. Undersigned understand that additional fees may be required for use of the facilities, Equipment, ski instruction or other services provided by MAS or Resort.

ADULT AGREES AND UNDERSTANDS THAT PROTECTED PERSON MAY BE USING SKI LIFTS WITHOUT A SKI INSTRUCTOR OR OTHER ADULT PRESENT AND THAT PROTECTED PERSON MAY ENTER AND USE FREESTYLE TERRAIN INCLUDING NATURAL AND MAN-MADE FEATURES. PARTICIPATION IN MAS DOES NOT AND CANNOT ELIMINATE THE DANGERS AND RISKS OF SKIING OR USING SKI LIFTS.

By signing this Agreement Adult on his/her own behalf and, if applicable, on behalf of Protected Person acknowledges the risks and dangers associated with the Activity and the use of the facilities of the Resort generally and, as a condition to Participant engaging in any Activity and agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant while or as a result of participating in any Activity; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against MAS, Peak Resort, Inc., Snow Creek, Inc., any affiliates associated with Peak Resorts including but not limited to all resorts operating as a subsidiary of Peak Resorts and each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers and agents, as well as any Activity sponsors and Equipment manufacturers and distributors (hereinafter the "Indemnified Parties") that are based on, arise or result from, in whole or in part, participation in any Activity; (3) INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS, from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Activity and any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant.

Undersigned agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Undersigned.

Undersigned understand and agree that the operator of a venue for an Activity shall have the right to confiscate or revoke the privileges conferred by a ticket/pass where in the sole judgment of its representative Participant 1) acts in any manner that endangers or may endanger the safety of Participant or any other person; 2) violates the law; 3) provides ski lessons or related services for compensation without express authorization; or 4) engages in misconduct or creates a nuisance. Such acts may also be prosecuted as a criminal offense.

Adult authorizes MAS and Resort and/or their authorized personnel to call for medical care, treatment and/or procedures (collectively "Care"), for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Adult agrees that upon Participant's transport to a facility or hospital that MAS, Resort and their personnel shall not have any further responsibility for Participant. Adult also consents to the Care given by an emergency caregiver or under the instructions and directions of a licensed physician. It is understood that reasonable efforts will be made to notify Adult at the earliest possible time in the event such Care is undertaken for a Protected Person. Adult knowingly and voluntarily consents in advance to such Care to encourage the physicians and MAS and Resort to exercise their best judgment in undertaking such Care. Further, Adult agrees on behalf of Adult and Protected Person to pay all costs associated with such Care and transportation provided for Participant and to indemnify and hold harmless the Indemnified Parties from any resulting costs.

In consideration for participating in the Activity, Adult agrees for him/herself and Protected Person that **ALL** claims arising from or related to any Activity, including for injury to person or property and/or death shall be **GOVERNED BY the State law in which the activity takes place, without regard to conflicts of law principles**, and that **EXCLUSIVE JURISDICTION shall be in the County court of Platte County or in Federal Court for the District of Missouri. UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.**

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. **THE UNDERSIGNED PARENT OR LEGAL GUARDIAN REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF PROTECTED PERSON AND THAT PROTECTED PERSON WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF PROTECTED PERSON, PROTECTED PERSON WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITY.** This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

Undersigned give MAS and Resort permission to take and use photographs, video recordings, or movies of Participant taken during an activity for any purpose in promoting MAS, the Resort or related activities of MAS or Resort in print, brochures, advertisements, films or videos and on broadcast presentations of any sort.

ADULT HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS ON BEHALF OF HIM/HERSELF AND, IF APPLICABLE, PROTECTED PERSON WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Print Name of Participant

Birth Date

Signature of Participant (if over 18)

Date

Print Name of Parent/Legal Guardian of Participant
(if participant is under 18)

Signature of Parent/Legal Guardian

Date