

READ THIS BEFORE YOU SIGN THE PAPER!

Your signature is proof that you have read this and that you agree to its terms.

BLUE MOUNTAIN RESORT ACKNOWLEDGEMENT OF RISKS AND AGEEMENT NOT TO SUE

WARNING! The sports of paragliding, hang gliding, ground instruction, pay in and pay out towing, solo and 2-place flight instruction, and related activities, including the use of lifts (hereinafter "Activities") present many unique challenges heightened by the rough ever-changing surface. There are inherent dangers to the Activities with risks too numerous to list, but includes the steep, slippery, uneven condition of roads and trails which contain rocks, trees, ledges, soft sand, mud, slippery grass, water bars and other bumps, ruts, stumps, brush (all of which can be hidden or obscured by vegetation), or other natural and manmade objects on the mountain, and the failure of equipment. Falls are a common occurrence during activities. Always proceed courteously and walk cautiously whenever conditions warrant. Be aware that even minor injuries can become life threatening emergencies when they occur far away from rescue personnel or when alone. Also, the trails and roads are not patrolled and it takes a great deal of time for rescue personnel to locate and reach an injured user.

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN ACTIVITIES AT BLUE MOUNTAIN RESORT, I AGREE THAT I WILL NOT SUE THE TUTHILL CORPORATION dba BLUE MOUNTAIN RESORT, THEIR OWNERS AND OPERATORS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "BLUE MOUNTAIN") AND WILL RELEASE BLUE MOUNTAIN FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE BLUE MOUNTAIN FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF BLUE MOUNTAIN. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS BLUE MOUNTAIN FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, TO ANY MEMBER OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURY WAS CAUSED BY THE NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF BLUE MOUNTAIN.

Notwithstanding the foregoing, if I sue Blue Mountain, I agree that I will only sue it, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Carbon County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Blue Mountain and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

When using the chairlifts, I acknowledge that I am responsible for safely getting myself to the loading line and for moving away from the chair at the top of the lift when unloading.

I hereby give permission for Blue Mountain to use any photograph or video of me taken during participation for use in commercial or non-commercial publicity.

I hereby give permission to receive a sms message from Blue Mountain Resort. This message will include the option to discontinue receiving sms messages from the resort.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND UNDERSTAND THAT THIS IS A CONTRACT THAT WILL LIMIT MY LEGAL RIGHTS AND SHALL BE BINDING ON MY HEIRS AND ASSIGNS.

***Participant must be at least 18 years of age.**

Name _____ **Date** ___/___/___

Signature _____