

**MT. CRESCENT SKI AREA
RELEASE AND WAIVER OF LIABILITY ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I desire to participate in the activities offered at Mt. Crescent Ski Area (Mt. Crescent). I understand those activities to include, but not be limited to, skiing, snowboarding, snow tubing, sledding, zip lining. I understand that these activities at varying times range from recreational to competitive. It is my intent to participate in the activities at the level being offered on this date.

I am aware and fully understand that these activities are very dangerous. They involve the risk of damage, serious injury and death, both to myself and to others. I understand that participation in these activities may result in damage, injury and death and that I may incur medical, repair, and/or funeral expenses.

I understand that there are many potential causes for property damage, serious injury and death at Mt. Crescent including the negligence of Mt. Crescent, its owner, employees, volunteer staff, rescue personnel, independent contractors, and equipment as well as my own negligence and negligence of others. I understand the risks involved in participating in these activities and assume the risk of the consequences by participating in the activities offered at Mt. Crescent Ski Area. I understand those risks include, but are not limited to, striking fixed objects (such as boundary markers, lift poles, trees, barricades, snowmaking equipment, rocks, buildings), coming into contact with other patrons, employees, volunteer staff, rescue personnel, independent contractors, through loss of control including but not limited to lack of attention, loss of control etc. by myself or others while participating in the activities offered at Mt. Crescent Ski Area, lift equipment malfunction (such as by chair lift, falling off chair lift, tangled in chair lift, cable break, chair break, lift breakdown), surface condition variations (such as ice, slush, ridges, thin coverage, protruding objects), and those caused by participating in the activities and its affect on my personal physical condition (such as cardiovascular failure, ligament and tendon tear and/or break, broken bones, internal damage, head trauma, scarring, disfiguration), straying from approved and unapproved participation boundaries, weather conditions (such as fog, precipitation, wind) and engaging in activities strictly prohibited by Mt. Crescent Ski Area.

In consideration of being permitted to participate in the activities offered at Mt. Crescent I hereby agree to release, waive, discharge and covenant not to sue Mt. Crescent, its owner, agents, employees, volunteer staff, independent contractors or rescue personnel as well as any equipment manufactures and distributors involved with the Mt. Crescent facilities from any and all liability from any and all loss or damage I may have and any and all claims or demands I may have on account of injury to my person and property or the person and property of others, including death, arising out of or related to the activities offered at Mt. Crescent whether caused by the negligence of Mt. Crescent, its owner, agents, employees, volunteer staff, independent contractors, equipment manufacturers, or distributors or otherwise.

In consideration of being permitted to participate in the activities offered at Mt. Crescent I assume full responsibility for any and all risk of bodily injury, death, or property damage arising out of or related to the activities offered at Mt. Crescent. I assume full responsibility for any and all risk of bodily injury, death or property damage arising out of or related to the activities offered at Mt. Crescent whether caused by the negligence of Mt. Crescent, its owner, agents, employees, volunteer staff, independent contractors, equipment manufacturers, distributors or otherwise.

In consideration of being permitted to participate in the activities offered at Mt. Crescent I hereby agree to release, waive, discharge and covenant not to sue Mt. Crescent, its owner, agents, employees, volunteer staff, independent contractors or rescue personnel as well as any and all equipment manufactures and distributors involved with the Mt. Crescent facilities, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate.

In consideration of being permitted to participate in the activities offered at Mt. Crescent I hereby agree to indemnify and save and hold harmless Mt. Crescent, its owner, agents, employees, volunteer staff, independent contractors, equipment manufactures, and distributors from any and all loss, liability, damage, or cost they may incur arising out of claims generated while I participated in activities at Mt. Crescent whether caused by their negligence or otherwise.

In consideration of being permitted to participate in the activities offered at Mt. Crescent I agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to any and all acts of negligence by Mt. Crescent, its owner, agents, employees, volunteer staff, independent contractors, rescue personnel, and equipment manufacturers, distributors, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by Iowa law and if any portion is held invalid, it is agreed that the balance shall continue in full legal force effect.

I agree that any dispute arising under this agreement/contract and/or from any use by me of any of the premises or facilities at or of Mt. Crescent Ski Area shall be litigated exclusively in the District Court of Pottawattamie County, Iowa and that all claims and suits shall be governed by the laws of the State of Iowa.

I have read this release and waiver of liability, assumption of risk and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and voluntarily without any inducement, assurance, guarantees or warranties expressed or implied, being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

PRINT NAME _____ **SIGNATURE** _____ **DATE OF PARTICIPATION** _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (For participants under the age of 18)

In Consideration of (print minor's name) _____

CHILD #1 _____ CHILD #2 _____ CHILD #3 _____

CHILD #4 _____ CHILD #5 _____ CHILD #6 _____

("Minor") being permitted by Mt. Crescent to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless Mt. Crescent, its owner, employees, volunteer staff, rescue personnel, independent contractors, and equipment manufactures and distributors, from any and all claims which are brought by or on behalf of Minor, and which are in any way connected with such use or participation by Minor. I adopt and incorporate all of the foregoing language in the release as if fully set forth herein. I adopt and agree to the preceding terms and conditions stated above as if set forth fully herein.

PRINT NAME OF PARENT/GUARDIAN _____ **SIGNATURE** _____ **DATE OF PARTICIPATION** _____