

## CABERFAE PEAKS - 2020/2021

### RELEASE OF LIABILITY, INDEMNITY AND MEDICAL AUTHORIZATION AGREEMENT FOR ADULTS IMPORTANT: PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I, \_\_\_\_\_ (print name), am aware that skiing, snowboarding, race events and related activities are HAZARDOUS and involve many RISKS and DANGERS including, but not limited to: boarding, riding and disembarking ski lifts; falls from lifts or from evacuation equipment, encounters with on-going snow making and grooming; changing weather conditions; contact with exposed rock, earth, ice and other natural objects including but not limited to trees, tree stumps, and forest dead fall; snow or ice on or beneath the skiing surface; changes or variations in the skiing terrain which may create blind spots or areas of reduced visibility; changes or variations in the skiing surface or subsurface, including changes due to man-made or artificial snow, variable and difficult snow conditions; slick walking surfaces including, but not limited to sidewalks and parking lots, the presence of streams, creeks and exposed holes in the snow pack; snowcat roads, road-banks or cut-banks; impact or collision with lift towers, trees, manmade features, pipes, rails, jumps, fences, ropes, buildings, posts, boundary markers, snow making equipment, snow grooming equipment, snowmobiles or other vehicles, equipment or structures; impact or collision with other skiers; negligence of other skiers and; negligence on the part of Caberfae, its employees, owners, officers, representatives, directors, shareholders, agents, and vendors. I am aware that the RISKS, DANGERS and HAZARDS referenced above exist throughout the resort and that many risks, dangers and hazards are unmarked.

I agree to conduct myself within the limits of my individual ability while at "Caberfae" (also known as Caberfae Skiing Company T.M. Inc., MacKenzie Lodging, South Branch Properties, Caberfae Management Corporation, TPMGR Inc and Caberfae Peaks Ski & Golf) and agree not to act, ski or snowboard in a manner that might contribute to injuries. I understand that I am the sole judge of my ability to negotiate a track, trail or slope. The Holder understands that he/she is solely responsible for reading and understanding all signage and instructions on the premises and for complying with them. In consideration of Caberfae accepting me as a guest and permitting me to use Caberfae's ski lifts, parking and other facilities, and to participate in races and special events, I HEREBY EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH MY PARTICIPATION IN SKIING, SNOWBOARDING OR OTHER ACTIVITIES AT CABERFAE, INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE. IN FURTHER CONSIDERATION OF USING THIS PASS AND THE CABERFAE FACILITIES THE PURCHASER AND USER OF THE PASS AGREES NOT TO SUE CABERFAE, ITS EMPLOYEES, OWNERS, OFFICERS, REPRESENTATIVES, DIRECTORS, SHAREHOLDERS, AGENTS AND VENDORS \_\_\_\_\_ (Initial here).

**ADULT/PARENT/GUARDIAN:** In further consideration, I hereby Release, Hold Harmless, Indemnify and Defend Caberfae and its employees, owners, officers, representatives, directors, shareholders and vendors from any and all claims, actions, losses, suits, damages, and allegations, and claims related to or arising from incidents that occurred prior to, on and/or following the date of this release, including, but not limited to: allegations of negligence, including the negligence of Caberfae, breach of contract, breach of any statutory duty or other duty of care and breach of express or implied warranty. I further agree to Indemnify, Hold Harmless and Defend Caberfae from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Caberfae may sustain in relation to or arising out of my participation in skiing, snowboarding, racing, special events or other activities at Caberfae. \_\_\_\_\_ (Initial here).

I recognize that situations may arise where emergency or emergent medical or dental care may be necessary for me. I authorize Caberfae to render first aid and to call for medical and/or dental care if, in their opinion, such medical or dental care is needed. I agree to pay for all expenses and costs associated with such care and related transportation. I understand this **Release and Indemnification Agreement** shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Caberfae as a complete bar and defense against any and all claims, demands, or causes of action by or my behalf. Any provision of this **Release and Indemnification Agreement** proven to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect. I acknowledge that this activity is taking place in the State of Michigan and I further agree that only the laws of the State of Michigan shall apply in the construction or application of this Agreement. I understand that season passes/lift tickets are non-transferable and non-refundable. I understand that legal action will be taken against HOLDERS found to be using season passes/lift tickets fraudulently.

By signing this release it is also acknowledged that there is currently a pandemic and a risk of contracting an illness or virus, such as COVID-19 while visiting Caberfae. It is further agreed that this risk of this disease and others is acknowledged and it is further agreed to Release, Hold Harmless, Indemnify and Defend Caberfae from any and all claims or causes of illness or COVID-19 from visiting Caberfae.

**I HAVE CAREFULLY READ THE FOREGOING RELEASE OF LIABILITY, INDEMNITY AGREEMENT AND MEDICAL AUTHORIZATION. I UNDERSTAND ITS CONTENTS AND THAT IT IS BINDING DURING THE ENTIRE 2020/21 SKI SEASON AND INTO THE FUTURE. I HAVE THE AUTHORITY TO ENTER INTO IT AND I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

\_\_\_\_\_  
Name of Participant – Parent/Guardian  
(Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Participant- Parent/Guardian

\_\_\_\_\_  
Phone Number of Participant