Print Name on Credit Card\_\_\_\_\_

## SEASON PASS RELEASE AND WAIVER AGREEMENT

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discussed it with the minor participant. I agree: (1) that paragraphs four and five above apply to any claim by me related to the minor's use of his/her pass; and, (2) I agree to indemnify and hold Hidden Valley harmless for all losses (including attorneys' fees costs) from any claims by or on behalf of the minor related to the minor's use of

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## Season Pass Release and Waiver Agreement

In consideration for a season pass for use of slopes, trails, lifts, terrain areas, and other facilities related to downhill skiing or riding issued by Seven Springs Mountain Resort, Inc., dba Hidden Valley Resort, its owners, officers, employees, agents, representatives, parents, and affiliates (hereinafter, "Hidden Valley"), I agree:

- (1) that I understand that there is a risk of serious injury or death if I participate in skiing or snowboarding. It would be impractical to list all the risks. Some of the risks include, falls caused by bare spots, variations in surface and subsurface snow an ice conditions, variations in terrain and terrain area features (table tops, ramps, half-pipes, rails, etc.), bumps, moguls, stumps, rocks, other forms of forest growth and debris. Risks also include collisions with other persons, lift towers, poles, cables, snow making equipment, snowmobiles, grooming machines, fences, barriers, and other natural and manmade obstacles on and/or off of trails. Another risk is falls and collisions caused by the negligence of others, including Hidden Valley. I acknowledge that it is my responsibility to follow Your Responsibility Code, Smart Style and all rules regarding terrain park use, all other instructions, rules and directions provided by Hidden Valley, and to exercise caution and remain in control while participating.
- (2) to accept all risks, whether specifically listed in paragraph (1) above or not, which arise out of or are related to the use of my season pass to ski or snowboard at Hidden Valley.
- (3) that my season pass may be suspended or revoked, without reimbursement to me, if I do not follow the rules, instructions and directions of Hidden Valley.
- (4) to waive my right to bring any claims against Hidden Valley that arise out of or relate to my use of my season pass to ski or snowboard at Hidden Valley, and to release Hidden Valley from liability for any such claims. This waiver and release includes, but is not limited to, claims based upon allegations of negligence on the part of Hidden Valley. I further agree that I will indemnify, hold harmless, and reimburse Hidden Valley for all losses (including attorneys' fees and costs) from any claims brought by any persons or entities arising out of or relating to my use of my season pass to ski or snowboard at Hidden Valley.
- (5) That the terms of this Agreement shall be binding on my heirs, executors, administrators and assigns, and shall be governed by the laws of the Commonwealth of Pennsylvania. I agree that all disputes arising under this Agreement shall be litigated in the Court of Common Pleas of Somerset County, Pennsylvania.
- (6) I grant Hidden Valley permission to use photographic and/or video images of me for the purpose of marketing, publicizing and promoting the resort operations. I waive any right to be compensated for the use of my image and release Hidden Valley from liability for any claims, where such claims arise out of or relate to Hidden Valley's use of my image.