

# MYSTIC MOUNTAIN 2018-2019 SEASON PASS

## THIS IS A CONTRACT. PLEASE READ

Acceptance of this pass constitutes a contract. The conditions of the contract are set forth on this form and will prevent your ability to sue Nemaacolin Woodlands Resort. Snow sports, including the use of any of our three lifts are dangerous with inherent risks. These risks include, but are not limited to variations in snow, steepness and terrain, ice and icy conditions, moguls, rocks, trees and other forms of forests growth and debris above or below the surface, bare spots, lift towers, utility lines, snow making equipment and component parts, light towers, and other forms of natural or man-made obstacles or other skiers. Trail conditions vary constantly because of weather changes and use. These are some of the risks of participating in snow sports such as skiing, snowboarding, snow tubing and other snow sliding sports. These conditions may be on or above the surface and therefore, may be seen or unseen. All of the inherent risks for snow sports present the risk of serious and/or fatal injury. The purchaser or user of this pass, intending to be legally bound and in consideration for being permitted to participate in snow sliding sports at the Nemaacolin Woodlands property or facilities (the "Activity") do for myself, my spouse, children, heirs, executors, administrators, insurers and assigns, do release, waive and forever discharge Nemaacolin Woodlands, Inc. dba Nemaacolin Woodlands Resort, 84 Lumber Company, LP, their officers, employees, representatives, parent companies, affiliates, subsidiaries, insurers, successors and assigns, as well as the manufactures and distributors of any equipment used in the Activity (the "Releasees"), from any and every claim, demand, action or right of action, of whatever kind or nature, either in law or in equity arising from or by reason of any bodily injury or personal injuries known or unknown, death or property damage resulting from or to result from my participation in the Activity or any activities in connection with the Activity, whether caused by the negligence, including gross negligence, of Releasees or not. I agree to indemnify and hold harmless the Releasees from any injury, loss, liability, damage or cost Releasees may incur due to my participation in the Activity, whether or not caused by the negligence, including gross negligence of Releasees or otherwise. I assume full responsibility for the risk of bodily injury, death or property damage due to the negligence of Releasees or otherwise while participating in the Activity. I agree that this release, waiver and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Pennsylvania and that if any portion of this agreement is held invalid, it is agreed that the balance shall continue in full legal force and effect. This release, waiver and indemnity agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. I hereby consent and agree to the exclusive personal jurisdiction and venue of the Court of Common Pleas of Fayette County, Pennsylvania with respect to any legal action or proceeding arriving out of or relating to the Activity. Each party hereby waives all rights it has or which may hereafter arise to contest such exclusive jurisdiction or venue of the Court of Common Pleas of Fayette County, Pennsylvania. I am of legal age and fully competent and I have carefully read the foregoing waiver, release and indemnity agreement and I understand the contents of the same. If I am not of legal age, my parent or legal guardian has full ready the foregoing waiver, release and indemnity agreement and understands it and understands that I am fully bound by this signature.

In consideration of using Nemaacolin Woodlands Resort's facilities for snow sports, the purchase or user of this pass agrees to accept these risks or snow sports and agrees not to sue Nemaacolin Woodlands Resort or any of its associates if injured while participating in snow sports, regardless of any negligence of Nemaacolin Woodlands Resort or its agents or associates. I agree that all disputes arise under this contract and/or from my use of the snow facilities at Nemaacolin Woodlands Resort shall be litigated exclusively in the Court of Common Pleas of Fayette County, Pennsylvania or in the United States District Court for the Western District of Pennsylvania.

All purchased passes are non-refundable, non-returnable and non-transferable. This pass valid December 2018 through March 2019 (exact season dates are weather permitting). Nemaacolin reserves the right to prosecute to the fullest extent of the law those who attempt to counterfeit this pass. Use of profanity on ski slopes is subject to immediate revocation of this pass.

Final day of the season depends on weather and snow conditions. Please note all hours of operation are subject to change without notice. For up to the minute information on mother nature and operating hours, please utilize the Snow Report Hotline at 724-329-6070.

The purchaser or user of this pass voluntarily assumes the risk of injury while participating in this sport.