

Cataloochee Ski Area

SKI SCHOOL WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.**

1. Definitions. The person who is participating in Ski School shall be referred to hereinafter as "Student". The "Undersigned" means only the Student when the Student is age 18 or older OR it means both the Student and the Student's parent or legal guardian when the Student is under the age of 18. "Released Parties" mean Cataloochee Ski Area or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means taking part in ski school, skiing, snowboarding, and using the ski area facilities, including the lifts, for any purpose. The Undersigned agree and understand that taking part in ski school, skiing, snowboarding and using ski area facilities, including the lifts, for any purpose (hereinafter the "Activity"), **can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

2. The Undersigned are advised that a person using any of the facilities of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Student, as a "skier" under North Carolina law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the **North Carolina Ski Safety Act** (hereinafter "**Act**").

3. Pursuant to North Carolina law, Student assumes the responsibility of maintaining control at all times while engaging in the Activity. Student is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Student must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Student assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Student may use the ski lifts without an adult present. The Undersigned are advised that snowmobiles, snowmaking, snow-grooming equipment and/or other motor vehicles and equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

4. Release, Indemnification, and Assumption of Risk. In consideration of the Student being permitted to participate in the activity, the Undersigned agree as follows:

(a) Release. THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Student's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Student's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Student's participation in the Activity.

(c) Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR STUDENT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.**

5. Helmets. Cataloochee Ski Area recommends the use of helmets while participating in the ACTIVITY. THE UNDERSIGNED understand that helmets may reduce or mitigate the severity of head injuries to the STUDENT, but are in no way a guarantee of safety. THE UNDERSIGNED recognize that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.

6. THE UNDERSIGNED understand and agree that at the scheduled end time for a ski school lesson, the STUDENT Is no longer considered a student, and, If applicable, that parent or legal guardian is responsible for picking up their minor STUDENT at the allocated time. Cataloochee Ski Area is not responsible for accidents that may occur after the completion of the lesson.

7. **Medical Care.** THE UNDERSIGNED represent that the STUDENT is in good health and there are no special problems associated with his/her care. THE UNDERSIGNED authorize any RELEASED PARTY and/or their authorized personnel to call for medical care for the STUDENT or to transport the STUDENT to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. THE UNDERSIGNED agree that upon the STUDENT'S transport to any such medical facility or hospital that the RELEASED PARTY shall not have any further responsibility for the STUDENT. Further, THE UNDERSIGNED agree to pay all costs associated with such medical care and related transportation provided for the STUDENT and shall indemnify and hold harmless the RELEASED PARTY from any costs incurred therein, or any claims arising there from.

8. THE UNDERSIGNED agree and understand that this release is applicable to each and every day the STUDENT participates in the ACTIVITY for the 2020-2021 ski season.

9. **Minor Acknowledgment.** In the case of a minor Student, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Student, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor Student would not be permitted to participate in the Activity. By signing this Agreement without a parent or legal guardian's signature, Student, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Student, signing adults represent that they are a legal parent or guardian of the minor Student.

10. **PHOTO RELEASE:** I hereby release to Cataloochee Ski Area the right to use the student's likeness in any print or electronic advertising media.

11. **Miscellaneous.** The Undersigned further agree and understand: (a) Student will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of North Carolina, and the exclusive jurisdiction for any claim shall be the District Court of Haywood County; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigned that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of STUDENT

Signature of STUDENT

Date

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date

Emergency Contact:

NAME

RELATIONSHIP TO PARTICIPANT

PHONE