

Freestyle Terrain Park Pass Release
Acknowledgment of Risks and Hazards/Liability Release and Agreement Not to Sue

Applicant (Please Print) _____ **Age:** _____ **Sex:** _____

Address: _____ **City** _____ **State** _____ **Zip** _____

1. I understand that alpine skiing, snowboarding, other competitive and sports activities are HAZARDOUS ACTIVITIES. I understand that alpine skiing, snowboarding and the use of skis, snowboards, other equipment and lifts involves risk of injury to any and all parts of my body. I understand that there are numerous risks and dangers inherent in the sports of alpine skiing, snowboarding, the use of the Freestyle Terrain Parks and other activities including but not limited to surface or sub-surface snow or ice conditions whether natural or machine-made, the unevenness of the surface which contains rocks, bumps, ruts, stumps, the steepness and configuration of the terrain, terrain parks, jumps, ramps, terrain features and elements and other features, whether natural or man-made, collisions with other Freestyle Terrain Park users, trees, poles, or objects. I understand that having a Marquette Mountain Ski Area or TCF Bank employee present does not lessen the amount or severity of the risks of these activities. I understand that Marquette Mountain Ski Area and TCF Bank are not responsible for my safety. It is further understood that the use of Freestyle Terrain Parks and the elements and features they contain may be more HAZARDOUS than recreational skiing and snowboarding outside of the park. Furthermore, I understand that I must keep deliberate and conscious control of my physical body, both on the ground and in the air, while properly using my equipment in variable weather, snow and terrain conditions.

2. I hereby certify that I am physically fit and have no medical conditions or allergies that affect my ability to participate in these activities.
Initials: _____

3. I hereby freely and expressly assume and accept the responsibility for any and all risks of injury or death while participating in these activities or related activities, or while present on Marquette Mountain Ski Area premises and specifically in Marquette Mountain's/TCF Bank Freestyle Terrain Park, and I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND and HOLD HARMLESS Marquette Mountain and TCF Bank, its parent, subsidiary, affiliated and successor companies, real and personal property owners, directors, officers, agents, employees, as well as the equipment manufacturers and distributors, (hereinafter "Releasees") from any and all losses, damages, costs and attorney's fees resulting from any and all losses, damages, costs and attorney's fees resulting from any and all claims or suits for personal injury, death, and/or property damage that may in any way arise out of my participation in these activities, related activities, or my use of the Releasees' Freestyle Terrain Park, trail system, equipment, or any equipment, or premises, regardless of how or by whom or by what the personal injury, death and/or property damage was caused.

4. **I agree to release, forever discharge, indemnify, defend, and hold harmless the releasees from any and all claims, suits, costs and attorneys fees for damage and personal injury to me or my property resulting from the negligent acts or omissions of the releasees. I understand that the releasees are not responsible for the consequences or their own negligence, that is, their failure to use reasonable care in any way.**

5. I understand that this agreement shall be binding upon my heirs, executors, administrators, and assigns and shall be enforceable by the applicable laws of Marquette Mountain Ski Area and TCF Bank. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that any claims, which I may bring against the Releasees, shall be brought in any jurisdiction of the Marquette County, Michigan Courts and that no claims against the Releasees shall be brought in any other jurisdiction. I agree that there have been no warranties, expressed or implied, which have been made to me, which extend beyond the description of the equipment listed on this form.

6. I agree with the premise that my entry into and use of the Freestyle Terrain Park and the elements and features it contains may be more hazardous than skiing and snowboarding outside of the park, as it may contain risks and dangers including but not limited to: features, elements, jumps, ramps, rails, boxes and other features constructed out of a variety of materials in various configurations and locations. Other guests using the park, the ability to become airborne when using the various features and the subsequent landing which creates the opportunity to conduct a reasonable physical and visual inspection of the Freestyle Terrain Park prior to use and throughout the day, and I agree to physically and visually inspect the Freestyle Terrain Park Pass use and conditions including, but not limited to, weather and snow conditions, premises, park design, construction or layout, maintenance and obstacles.

7. I consent to the use by Releasees of any pictures (video and print for commercial purposes, or otherwise, of me in connection with the activities of Releasees, without restriction as to frequency, duration or medium.

8. I understand that I will be issued a Freestyle Terrain Park Pass (the Pass) upon presentation of valid ID and proof of age. Applicant agrees to (a) visibly display the Pass when approaching or entering the Freestyle Terrain Park; (b) present the Pass to any of Marquette Mountain Ski Area or TCF Bank authorized representative upon request; and (c) refrain from reckless skiing, riding or participating in conduct that is not consistent with safe and prudent skiing/snowboarding, violates "Your Responsibility Code," the Smart Style Freestyle Terrain Park rules, or the law, or for inappropriate, disruptive or reckless behavior acknowledging that the Pass may thereafter be revoked without refund. Passes remain the property of Marquette Mountain Ski Area/TCF Bank and must be forfeited upon request by an authorized resort employee. This includes, but is not limited to, skiing/snowboarding in closed areas or using closed features. The Pass is not transferable and not refundable. In the event that Pass is lost, stolen, broken or unrecognizable, you must pay a non-refundable fee of \$25 for any replacement pass. In all cases, your Pass privileges expire at the close of operations for the 2008/09 winter season.

9. I understand that permission to use Releasees' Freestyle Terrain Park and the elements and features it contains, equipment, trail system and premises is being given to the undersigned participant in exchange for the execution of this Liability Release and Agreement Not to Sue. I have read the above paragraphs and fully understand them. I understand that this is a Release of Liability which will legally prevent me or any other person from filing suit or making any other claims for damages in the event of personal injury, death, or property damage. I freely and voluntarily enter into this agreement. I have made no misrepresentations to Releasees regarding my name, age, or medical condition. I intend this document to be interpreted as broadly as permissible by Michigan law and understand that is not intended to assert any claims or defenses prohibited by law.

Signature (Competitor): _____ **Date:** _____

Participant under 18 years of Age: As parent/guardian signing this agreement for the above named minor, I acknowledge that I am authorized to sign this agreement for the minor. I acknowledge and agree that I have read the above release, and that by signing this Release on behalf of the minor, the minor and I agree to be bound by its terms. I hereby agree to INDEMNIFY, DEFEND and HOLD HARMLESS the Releasees for any claim or suit arising out of said minor's participation in the activity or said minor's presence on Releasees' premises.

Signature (Guardian): _____ **Date:** _____

RETURN TO MM OFFICE UPON COMPLETION!