

SUNDAY RIVER SKIWAY CORPORATION
2017 Tough Mountain Challenge and Mini Mountain Challenge

ACKNOWLEDGEMENT, ASSUMPTION OF RISKS AND RELEASE OF LIABILITY
(Please Read Carefully Before Signing)

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

I understand that participation in the 2017 Tough Mountain Challenge and Mini Mountain Challenge (the "Activity") may be hazardous and involve known and unknown risks, which include, but are not limited to, changing weather and surface conditions, falls resulting from man-made and natural objects, design and condition of natural and man-made elements, severe terrain changes and collisions with other participants, spectators, vehicles, and natural and man-made objects. **I AGREE FREELY AND VOLUNTARILY TO ASSUME ALL RISKS**, including the risk of physical injury, death and/or damage to person or property associated with participation in the Activity.

RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

I agree for myself, my heirs and for anyone on my behalf, to the fullest extent allowed by law, to **RELEASE, INDEMNIFY AND HOLD HARMLESS** Sunday River Skiway Corp. and Boyne USA, Inc. (hereinafter collectively referred to as "Sunday River"), including their owners, directors, officers, real and personal property owners, shareholders, employees, volunteers, agents, representatives, affiliates, successors and assigns (hereinafter collectively referred to as "Releasees") from any and all responsibility or legal liability for any property damage, personal injury, damage or death which may result directly or indirectly from participation in the Activity, whether or not such injury or damage was foreseeable, or any other cause or claim arising from participation in the Activity under any legal theory, including **ANY CLAIMS BASED ON ALLEGED NEGLIGENCE OF RELEASEES**.

PROMISE NOT TO SUE

I PROMISE TO NOT SUE, and to **INDEMNIFY, HOLD HARMLESS AND DEFEND** Releasees for any claim of injury, damage or death which may result from my participating in the Activity, including any claims based on alleged **NEGLIGENCE** of Releasees.

Should any claim or action be asserted in contravention to this agreement, I or my successor shall be liable for all expenses, **INCLUDING LEGAL FEES** incurred by Releasees, and that if a claim or action is brought, it shall be submitted to the jurisdiction of the State or Federal Court in the State of Maine, and no other jurisdiction, and shall be governed by the laws of the State of Maine.

PHOTOGRAPHY & VIDEO RELEASE

In consideration of my participation in the Activity, I hereby authorize and give full consent to Releasees to copyright or publish all photographs and video in which I appear while enrolled as a participant in the Activity. I further agree that this/these photograph(s) and/or video(s) maybe used for any and all exhibitions, public displays, publications, commercials, art and advertising purposes, without limitation or reservations.

PARENT/GUARDIAN AUTHORIZATION

As a parent/guardian with legal responsibility for the minor participating in the Activity, on behalf of whom this agreement is entered, I verify that I have the authority to enter this agreement on behalf of the minor participant. I have read, understood and agree that the minor or anyone on behalf of the minor participant, including me, is bound by the terms of this agreement. Furthermore, if a claim or action is brought in contravention of this agreement, including any claim alleging **NEGLIGENCE**, I agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** Releasees for any and all expenses incurred, **INCLUDING LEGAL FEES**, and any **DAMAGES** for which they may be adjudged legally liable to pay.

I have carefully read and understand this agreement is a **COMPREHENSIVE RELEASE OF ALL LIABILITY** which is binding upon me, my heirs, agents and assigns, that is not intended to assert any claims or defenses that are prohibited by law, and that if any part of this agreement is held to be invalid or unenforceable, the remainder shall be given the full force and effect.

SIGNATURE: _____ DATE: _____

PRINT NAME NEATLY PLEASE : _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP CODE: _____ HOME PHONE: _____

Signature of Parent/Guardian if participant is under 18 years old. DATE: _____