

2016-2017 LIBERTY/ROUNDTOP/WHITETAIL RESORTS 3-AREA NIGHT CLUB CARD RELEASE AGREEMENT
 COMPLETE FORM ENTIRELY AFTER ONLINE PURCHASE HAS BEEN COMPLETED. PLEASE PRINT. ONCE SUBMITTED, ANY CHANGE IS SUBJECT TO A \$25 FEE.

NAME OF PASSHOLDER: _____ **NCC CLUB NAME:** _____

DATE OF BIRTH: _____ **PHONE #:** _____ **EMAIL:** _____

Please fill out the boxes below ONLY if you are purchasing a Lift, Lesson & Rental Card:

HEIGHT ___ FT. ___ IN. WEIGHT _____ SHOE SIZE _____ STANCE (REGULAR/GOOFY) M/F

Note - this field MUST be completed. Skier/Boarder Type (check one) Type 1 Type 2 Type 3

PROGRAM LIABILITY RELEASE AGREEMENT

1. I agree on behalf of myself and/or the minor user I am representing to accept for use, AS IS all equipment to be provided, for the duration of this program and accept full financial responsibility for the care of the equipment while it is in the user's possession. I will be responsible for replacement at full value, for any equipment not returned by the agreed date and time.
2. I understand that breakage insurance applies to equipment breakage only, not lost, misplaced, or stolen equipment.
3. I or the minor I am representing will not use any equipment provided until instruction has been received and its use and function are fully understood.
4. I will make no misrepresentations concerning my or the minor's height, weight, age or skier/boarder type.
5. I agree that at each session I or an authorized designee will verify that the visual indicator settings recorded on the rental form agree with the numbers appearing in the visual indicator windows of the equipment listed on the form.
6. I understand that a ski-binding-boot system cannot guarantee the user's safety. In downhill skiing, the ski-binding-boot system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release and therefore, provides no guarantee of safety. In snowboarding, skiboarding, snowshoeing and other sports utilizing equipment with non-releasable bindings, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during normal operation.
7. I fully understand and agree that the sports of skiing, snowboarding, skiboarding, snowshoeing, cross-country skiing and other sports, including the use of lifts (collectively "RECREATIONAL SNOW SPORTS") involve inherent and other risks that could lead to permanent catastrophic injury or death, and that injuries are a common and ordinary occurrence of the sport, therefore, I freely and voluntarily assume for myself and/or the minor I am representing all the risk involved in RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this equipment.
8. I AGREE NOT TO SUE, TO RELEASE, HOLD HARMLESS, INDEMNIFY and DEFEND Ski Liberty Operating Corp., Ski Roundtop Operating Corp., Whitetail Mountain Operating Corp., and Snow Time, Inc., including their agents and employees, as well as the equipment manufacturers and distributors and their successors in interest (collectively "PROVIDERS"), from all liability for injury, death, property loss or damage (past, present, or future), that in any way results from the use of facilities or participation in recreational snow sports or is in any way related to the use of the equipment issued to the user, including liability that results from the NEGLIGENCE OR GROSS NEGLIGENCE OF PROVIDERS or any other cause or improper conduct for which a release is enforceable by law.
9. I understand that a helmet designed for recreational snow sports use may help reduce the risk of some types of injuries. I recognize that serious injury or death can result from both low-energy and high-energy impacts, even when a helmet is worn.
10. I agree on behalf of myself or the minor child I am representing to report all injuries to the Ski Patrol before leaving the area.
11. I agree that all disputes arising under this contract, either for the use of rental equipment as described on the rental form, or for the use of the facilities, shall be litigated exclusively in the Court of Common Pleas of the County where the incident took place or in the United States District Court for the Middle District of Pennsylvania.
12. This agreement is governed by the applicable laws of this state. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I, THE UNDERSIGNED, HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE LIABILITY RELEASE AS WELL AS, THE RESPONSIBILITY CODE, CODE OF CONDUCT, SKIER TYPE CLASSIFICATION AND OTHER INFORMATION PROVIDED ONLINE. I UNDERSTAND THAT I AM SIGNING ON BEHALF OF MYSELF, THE MINOR CHILD I AM REPRESENTING, AND OTHER PARENT/GUARDIAN, AGREEING TO BE LEGALLY BOUND HERETO. I FURTHER AGREE THAT MY SIGNATURE WILL APPLY FOR THE DURATION OF THE PROGRAM AND SHOULD I RENEW MY CARD ELECTRONICALLY OR OTHERWISE THAT MY SIGNATURE WILL CONTINUE TO BE BINDING.

SIGNATURE _____ **DATE** _____
 Parent/Guardian (Required for participants under the age of 18.)

SIGNATURE _____ **DATE** _____
 Participant