

Boston Mills Ski Resort, Inc., Brandywine Ski Resort, Inc., Sycamore Lake, Inc. DBA Alpine Valley Ski Center, Peak Resorts, Inc.

!! RELEASE OF LIABILITY AGREEMENT - READ CAREFULLY !!

Date:

Day of Week:

I understand, for myself and/or my child, that according to Chapter 4169 of the Ohio Revised Code, there are **inherent risks and dangers** of snow tubing and I agree to accept full responsibility for any and all injuries or property damage related to such risks and dangers. In consideration for my or my child's use of the resort or the snow tubing facility, I agree, for myself and/or my child, to **RELEASE**, forever indemnify, defend, and hold harmless Boston Mills Ski Resort, Inc., Brandywine Ski Resort, Inc., Sycamore Lake, Inc. DBA Alpine Valley Ski Center, Peak Resorts, Inc. and their owners, officers, directors, volunteers, employees, affiliates, agents and assigns, (collectively as "RELEASEES") from liability for any and all loss or damage to myself or to my child or my or my child's property resulting from the RELEASEES' **NEGLIGENCE, gross negligence** or any other improper conduct for which a release is not contrary to public policy. I understand that the RELEASEES are not responsible for the consequences of their own **NEGLIGENCE**, that is, their failure to use reasonable care in any way. I acknowledge that I am freely and expressly assuming and accepting any and all risks of property damage, personal injury and death in connection with my or my child's use of the resort or the snow tubing facility.

I agree that I will not sue and will release from any and all liability Boston Mills Ski Resort, Inc., Brandywine Ski Resort, Inc., Sycamore Lake, Inc. DBA Alpine Valley Ski Center, Peak Resorts, Inc. if I or any member of my family is injured while using any of the Boston Mills Ski Resort, Brandywine Ski Resort, Sycamore Lake, Inc. DBA Alpine Valley Ski Center, Peak Resorts, Inc. facilities or while being present at the facilities, even if I contend that such injuries are the result of negligence, including gross negligence, or any other improper conduct for which a release is not contrary to public policy, on the part of the Boston Mills Ski Resort, Brandywine Ski Resort, Sycamore Lake, Inc. DBA Alpine Valley Ski Center, Peak Resorts, Inc.

For myself and my child, I agree to **RELEASE**, indemnify, defend, and hold harmless the RELEASEES from any and all loss or damage that I or my child may cause to persons or property while using the resort or the snow tubing facility. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may in any way arise out of use of the resort or the snow tubing facility.

This agreement is governed by the applicable law of the State of Ohio. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I INDIVIDUALLY OR AS PARENT/GUARDIAN SIGNING THIS AGREEMENT FOR THE NAMED MINOR, ACKNOWLEDGE AND AGREE THAT I HAVE READ THE ABOVE RELEASE OF LIABILITY AND THAT BY SIGNING THIS RELEASE ON BEHALF OF THE MINOR, I AND THE MINOR AGREE TO BE BOUND BY ITS TERMS. I HEREBY AGREE TO RELEASE FROM LIABILITY, FOREVER DISCHARGE, INDEMNIFY AND HOLD HARMLESS RELEASEES FOR ANY CLAIM OR SUIT ARISING OUT OF SAID MINOR'S USE OF THE RESORT OR THE SNOW TUBING FACILITY.

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