

**PLEASANT MOUNTAIN MULTI-WEEK GROUP PROGRAM  
PARTICIPANT AGREEMENT**

**(Please Read Carefully Before Signing)**

GROUP: \_\_\_\_\_

Participant Name \_\_\_\_\_ Age \_\_\_\_\_ DOB \_\_\_\_\_

Email \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Home Phone \_\_\_\_\_ Emergency Phone \_\_\_\_\_

Parent/Guardian Name (If Participant under 18) \_\_\_\_\_

Parent/Guardian Email \_\_\_\_\_

Participant's Health Insurance Company/Policy Number \_\_\_\_\_

Medical Alert (i.e. drug allergies, seizures, etc.) \_\_\_\_\_

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS**

Participant has permission to participate in the 2022-2023 PLEASANT MOUNTAIN MULTI-WEEK GROUP PROGRAM. Participant acknowledges that enrollment in the ski program does not in any way eliminate the inherent risks of skiing. Participant further acknowledges that use of or presence on the Pleasant Mountain ski area, equipment, facilities, and premises (hereinafter "facilities"), including but not limited to the use of aerial and surface lifts, and participation in skiing, snowboarding, tubing, snowshoeing, uphill travel, Pleasant Mountain Snowsports School and other winter recreational activities (collectively "skiing") involve risks which may be HAZARDOUS to skiers, riders, and other participants. Participant understands that falls and injuries are a common occurrence. Participant understands that he/she must keep deliberate and conscious control of his/her body, both on the ground and in the air, while properly using his/her equipment in variable weather and conditions. Participants must ski within his/her own ability, must comply with the Skier's Responsibility Code and warnings posted at the ski area, and is solely responsible for his/her speed and direction at any given time. Participant understands that his/her safety is directly affected by his/her judgment in the severe elements of rough, mountainous terrain. Participant understands and acknowledges that skiing involves inherent risks, which are dangers and conditions that are an integral part of the activity, as well as other known and unknown risks, which include, but are not limited to: risks relating to loading, riding, and unloading lifts; existing and changing weather conditions; existing and changing snow conditions, such as ice, hardpack, powder, packed powder, slush and granular, corn, crust, cut-up, and machine-made snow; surface or subsurface conditions, such as dirt, grass, bare-spots, rocks, stumps, trees, and other natural objects; collisions with or falls resulting from such natural objects, collisions with or falls from lift towers, lights, signs, posts, fences, mazes or enclosures, hydrants, pipes, snowmaking and snow-grooming equipment, trail maintenance vehicles and snowmobiles, which may be operating at any time, or other man-made structures or objects and their components; collisions with or falls resulting from such man-made objects, variations in steepness or terrain, whether natural or as a result of slope design, including but not limited to: freestyle terrain jumps, roads and catwalks, or other terrain modifications; snowmaking or snow-grooming operations, the presence of and collisions with other skiers; and the failure of skiers to ski safely, in control, or within their own abilities. Participant, on his/her own behalf and on behalf of all heirs, executor, and assigns **AGREES FREELY AND VOLUNTARILY TO ASSUME ALL RISKS**, including the risk of personal injury, illness, death, or damage of any kind associated with use of the facilities. Such risks also include the risk of catching a communicable disease.

**LIABILITY RELEASE, INDEMNITY, HOLD HARMLESS, and AGREEMENT NOT TO SUE**

In consideration of being permitted to use the facilities, Participant **AGREES** on his/her own and on behalf of all heirs, executors, and assigns and, if applicable, his/her minor children or wards, to **RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND**, Shawnee Peak Holdings LLC, Boyne USA, Inc., and their respective parents, subsidiaries, affiliates, and successors, real and personal property owners, agents, assigns, officers, directors, contractors, volunteers, employees, and insurers (collectively, **the "RELEASEES"**) **from any and all legal liability**, including but not limited to personal injury, illness, death, or property damage sustained in connection with Participant's use and, if applicable, Participant's minor

children's or wards' use, of the facilities, for any reason and under all circumstances, as well as all legal fees and costs. **THIS LIABILITY RELEASE INCLUDES ANY AND ALL CLAIMS BASED ON ALLEGED NEGLIGENCE OR BREACH OF WARRANTY BY THE RELEASEES.** Participant further agrees **NOT TO SUE** the Releasees for any claims arising from use of the facilities. Should any claim or action be asserted in contravention of this agreement, Participant or his/her successor(s) shall be liable for all expenses, **INCLUDING LEGAL FEES**, incurred by Releasees. Participant agrees that any claim or suit is governed exclusively by the laws of Maine and may be brought only before the State or Federal Courts of Maine, and agrees that if any term of this contract is deemed unenforceable all other terms remain fully enforceable.

**Participant's Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Parent/Guardian's Initials:** \_\_\_\_\_ **Date:** \_\_\_\_\_

### **OTHER CONDITIONS**

Participant acknowledges that season duration or frequency of use is NOT GUARANTEED due to WEATHER and SNOW CONDITIONS, or any other reason or cause. Participant agrees to refrain from reckless skiing or other misconduct. Participant understands that his/her participation in the ski program is not refundable and not transferrable. Participant hereby grants permission to Pleasant Mountain to use his/her image(s), picture or other likeness(es), whether video, digital or print, for commercial purposes or otherwise, without restriction as to frequency, duration or medium.

Participant authorizes Pleasant Mountain to call for medical care and/or transportation if deemed necessary by Pleasant Mountain. Participant also authorizes the attending healthcare providers to administer necessary medical attention and agrees to pay all costs associated with such care and related transportation



**CHECK THIS BOX IF PARTICIPANT IS RENTING EQUIPMENT. IF PARTICIPANT IS RENTING EQUIPMENT THEN THE RENTAL EQUIPMENT ACKNOWLEDGMENT AND LIABILITY RELEASE APPLIES.**

### **RENTAL EQUIPMENT ACKNOWLEDGEMENT AND LIABILITY RELEASE**

1. Participant acknowledges and agrees that he/she has accurately represented his/her skier/rider information on the rental equipment form, including Participant's height, weight, age, and ability, and the information is true and correct. Participant represents and agrees that he/she will be the only person using the equipment during the rental period.

2. Participant further agrees to verify that the visual indicator settings to be recorded on the rental equipment form for downhill ski equipment, and skiboards equipped with release bindings, agree with the numbers appearing in the visual indicator windows on the equipment rented from Pleasant Mountain.

3. Participant **UNDERSTANDS THAT THE BINDING SYSTEM CANNOT GUARANTEE THE USER'S SAFETY.** In downhill skiing, and skiboarding with skiboards equipped with release bindings, the binding system will not release or retain at all times or under all circumstances where release or retention may prevent injury or death, nor is it possible to predict every situation in which the binding system will release. In snowboarding, cross-country skiing, skiboarding with skiboards equipped with non-release bindings, snowshoeing and other sports utilizing equipment with non-release bindings, the system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

4. Participant **UNDERSTANDS THAT A HELMET DESIGNED FOR SNOWSPORTS** use will help reduce the risk of some types of injuries to the user at slower speeds. Participant recognizes that serious injury or death can result from both low and high energy impacts, even when a helmet is worn. **PARTICIPANT UNDERSTANDS AND IS AWARE THAT NO HELMET CAN PROTECT THE WEARER FROM ALL IMPACTS.**

5. Participant will not use any of the equipment provided to him/her during this transaction until he/she have received instruction on its use and function, and Participant acknowledges that he/she has had an opportunity to seek instruction on the use and function of the equipment.

6. Participant accepts **AS IS** the rental equipment provided by Pleasant Mountain and accepts full financial responsibility for the care of the equipment while it is in Participant's possession. Participant will be responsible for the

replacement at full value of any equipment rented, but not returned to the rental facility. Participant agrees to return all rental equipment by the agreed date. Participant acknowledges that there are no refunds for rental equipment.

7. Participant Agrees **VOLUNTARILY TO ASSUME ALL RISKS** including the risk of personal injury, death or property damage which may relate in any way to the use of the rental equipment at Pleasant Mountain.

8. In consideration of being allowed to use the rental equipment at Pleasant Mountain, Participant agrees on his/her own and on behalf of all heirs, executors, and assigns and, if applicable, his/her minor children or wards, to **RELEASE, INDEMNIFY, HOLD HARMLESS AND DEFEND RELEASEES** (as defined above in this Participant Agreement) and equipment manufacturers and distributors from any and all **RESPONSIBILITY OR LEGAL LIABILITY** for personal injury, death, or damage of any kind sustained in connection with the use of the rental equipment at Pleasant Mountain for any reason and under all circumstances. **THIS LIABILITY RELEASE INCLUDES, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS BASED ON ALLEGED NEGLIGENCE OR BREACH OF WARRANTY.** Participant further agrees **NOT TO SUE** the Releasees, equipment manufacturers or distributors for any claims arising from use of the rental equipment at Pleasant Mountain.

Participant's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian's Initials: \_\_\_\_\_ Date: \_\_\_\_\_

### PARTICIPANT AGREEMENT SIGNATURE PAGE

I HAVE CAREFULLY READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS PARTICIPANT AGREEMENT AND I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT.

\_\_\_\_\_  
Participant's Name (in print)                      DOB                      Participant's Signature                      Date

### PARENT / GUARDIAN AUTHORIZATION

As a parent/guardian with legal responsibility for the minor participant in the ski program identified above, I verify that I have authority to enter into this Pleasant Mountain Multi-Week Group Program Participant Agreement (the "Agreement") on behalf of the minor participant. I have read, understand, and agree that the minor participant, ward, and anyone acting on his/her behalf, including me, is bound by the terms of this Agreement.

Furthermore, if any claim or action, including any claim alleging **NEGLIGENCE** is brought by my minor child, ward, or anyone claiming to act on their behalf, against any **RELEASEES**, I agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND RELEASEES** for any and all expenses incurred by **RELEASEES** in defending and/or satisfying any judgment, including legal fees. In the event I cannot be reached at the telephone number listed below, I authorize Pleasant Mountain to call for medical care and/or transportation of my minor child or ward if deemed necessary by Pleasant Mountain. I also authorize the attending healthcare providers to administer necessary medical attention and agree to pay all costs associated with such care and related transportation.

I HAVE CAREFULLY READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS PARTICIPANT AGREEMENT AND I UNDERSTAND THAT THIS IS A LEGALLY BINDING CONTRACT.

\_\_\_\_\_  
Parent/Guardian's Name (in print)                      DOB                      Parent / Guardian Signature                      Date