

Eastern States Cup Downhill Race

BLUE MOUNTAIN - MOUNTAIN BIKING AGREEMENT
ACKNOWLEDGMENT OF RISKS AND AGREEMENT NOT TO SUE
THIS IS A CONTRACT – READ IT

AGREEMENT NOT TO SUE

IN CONSIDERATION OF BEING ALLOWED TO PARTICIPATE IN MOUNTAIN BIKING AT BLUE MOUNTAIN RESORT AND OTHER PROPERTY OWNED BY THE TUTHILL CORPORATION, I AGREE THAT I WILL NOT SUE TUTHILL CORPORATION OR ANY SUCCESSOR IN INTEREST OR ASSIGNEE OF TUTHILL CORPORATION'S OWNERSHIP OF THE BLUE MOUNTAIN RESORT OR ANY OTHER OWNER OF THE BLUE MOUNTAIN RESORT, OR ANY OF THEIR OWNERS, OPERATORS, OFFICERS, DIRECTORS, AGENTS, SERVANTS, VOLUNTEERS OR EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "BLUE MOUNTAIN") AND WILL RELEASE BLUE MOUNTAIN FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE BLUE MOUNTAIN FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF BLUE MOUNTAIN. I FURTHER AGREE THAT I WILL DEFEND, INDEMNIFY AND HOLD HARMLESS BLUE MOUNTAIN FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, TO ANY MEMBER OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURY WAS CAUSED BY THE NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF BLUE MOUNTAIN.

Notwithstanding the foregoing, if I sue Blue Mountain, I agree that I will only sue it, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Carbon County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Blue Mountain and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

ACKNOWLEDGEMENT OF RISKS

I understand and acknowledge that mountain biking, including the use of lifts, is a dangerous, risk sport and that there are inherent and other risks associated with the sport and that all of these risks can cause serious and even fatal injuries. I am fully aware of the possible risks and dangers inherent in participating in the sport of mountain biking, including, but not limited to: use of chairlifts and conveyor lifts; changing weather conditions; mechanical failure of equipment; falls; loss of balance; high speed descents; difficulty or inability to control one's speed and direction; rapid or uncontrolled acceleration on hills and inclines; extreme variation in cycling terrain including steep or slippery sections, trees, roots, tree stumps, logs, cliffs, rocks, rock drops, loose gravel, holes, depressions, streams, ponds, creeks, constructed feature such as bridges, ramps, ladders, bumps, berms, jumps, and drops; collisions with natural and constructed objects, other mountain bikers, vehicles, pedestrians, spectators and officials; encounters with domestic and wild animals including, but not limited to, dogs, bears, and snakes; negligence of other riders or users of the premises; and NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF BLUE MOUNTAIN, INCLUDING THE FAILURE ON THE PART OF BLUE MOUNTAIN TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF MOUNTAIN BIKING. Accordingly, I understand that I must control my speed at all times, anticipate the unexpected and I am solely responsible for my own safety. I also understand that the trails can be rugged and steep and are subject to changing conditions without notice. In addition to having the normal hazards of unmarked variations in terrain, I also understand the trails contain hazards including, without limitation, lift terminals, cables, utility lines, snow guns, hoses, hydrants or other snowmaking equipment and component parts, and other man-made obstacles on or off designated trails. I agree that mountain biking is to be done on clearly existing and marked mountain bike trails. No mountain biking is to be done off-trail, in closed areas, or non-Blue Mountain property. I further acknowledge and understand that NO WARRANTIES are being extended to me with respect to any aspect of the mountain bike facility. I agree and understand that mountain biking is a purely voluntary recreation activity and that if I am not willing to acknowledge the risks and agree not to sue, I should not go mountain biking.

SAFETY

I have been advised to wear an approved helmet and other protective equipment such as elbow/forearm and knee/shin armor when free riding or down-hill riding. Use of a helmet is mandatory in mountain biking areas. Please refer to the Mountain Bikers Responsibility Code for further safety information.

COMPETITIONS AND EVENTS

I acknowledge that the risks, dangers and hazards of mountain biking are increased during races, competitions and contests, due to the competitive nature of the activity and the fact that there will be other participants on the course. I freely accept and assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting there from.

I have read and understood the foregoing AGREEMENT NOT TO SUE, ACKNOWLEDGMENT OF RISKS, SAFETY, and COMPETITIONS AND EVENTS and I am voluntarily signing below, intending to be legally bound hereby. If I am signing on behalf of a minor child, I represent and warrant that I am doing so with the consent and approval of my spouse (if any) and I understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue.

I hereby give permission for Blue Mountain to use any photograph or video of me taken during participation for use in commercial or non-commercial publicity.

I hereby give permission to receive a sms message from Blue Mountain Resort. This message will include the option to discontinue receiving sms messages from the resort

WHEN SIGNED FOR A MULTI-DAY OR SEASON PASS, THIS CONTRACT WILL BE IN EFFECT FOR AS LONG AS THE PASS IS VALID.

Form with fields for Name, Address, City, State & Zip, Phone #, and DOB.

Signature

Date

Parent's Signature (If user is a minor)