SPIRIT MOUNTAIN RECREATION AREA –WINTER MOUNTAIN RELEASE OF LIABILITY WAIVER

Undersigned understand and agree that the sport of skiing in its various forms, including snowboarding, involves risks, dangers and hazards that may cause serious personal injury or death and that injuries are a common and ordinary occurrence. Risks include, but are not limited to, changes in terrain, weather and snow surfaces, ice, moguls, water, bare spots, rocks, stumps, debris, fences, posts, trees, chairlift and surface lift equipment and towers, light poles, signs, buildings, roads and walkways, rails, barrels, boxes, pole jams, jumps and other terrain features (including the angle and length of their approaches, take-off ramps and landing areas) both in and out of the terrain park, padded and non-padded barriers and obstacles, snowmaking and snow grooming equipment and operations, snowmobile operations, collisions with other persons and other natural and manmade hazards, including collisions with obstacles adjacent to and off the skiable terrain, such as snowmaking pipes, hydrants, guns, wands, and other snowmaking equipment, rocks and trees, and improperly-adjusted or malfunctioning equipment. I acknowledge the risks in the sport can be greatly reduced by taking lessons, abiding by the Skier Responsibility Code (known as Your Responsibility Code), obeying the laws of Minnesota, and using common sense. Participant assumes the responsibility of maintaining control at all times while skiing. Adult agrees to read, to have Minor read and, if necessary explain to Minor all posted signs and warnings including instructions on use of lifts, trails, features and equipment and Undersigned agree that Participant will obey those signs and warnings located on the property or at any facility or premise of the Resort and to obey instructions from Resort staff. Adult understands and agrees that Minor will be using ski lifts without a ski instructor, Resort representative or other adult present. Undersigned understand and agree that Participant must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Undersigned assume the risks of riding the lifts and engaging in any Activity accessible from the lifts or from the ground or snow surface. Undersigned are advised that snowmobiles, snowmaking, snow-grooming and other equipment or vehicles may be encountered at any time and that Participant should be alert for and avoid such equipment. Undersigned understand and agree that the use of ski area facilities involves risks including, but not limited to, all of the risks mentioned above, as well as high elevation, marked and unmarked obstacles, known and unknown terrain and freestyle features, wildlife encounters, falling trees and limbs, slick or uneven surfaces, surfaces covered with ice and snow, deep snow conditions and tree wells, unstable ice and snow including but not limited to snow slides and avalanches, rugged mountainous terrain, dehydration, overexertion, acts of other skiers and equipment malfunction. Undersigned also understand and agree that there are risks involved in decision-making and conduct of Resort's employees involved with an Activity, including, but not limited to, the risks involved with rescue operations and/or medical care conducted or provided by Resort's personnel inside or outside of Resort's boundaries and the risks associated with decisions made by Resort personnel to open and/or close terrain. Undersigned understand and agree that entering or skiing in a "CLOSED" or "UNAUTHORIZED" area is illegal and more dangerous to Participant and others than skiing in open areas of the ski area.**Undersigned understand and agree that Participant is responsible for ensuring his/her equipment functions properly including, but not limited to, bindings, restraints and built-in safety features of the equipment. In snowboarding, cross- country, Nordic skiing, telemark skiing, snowblading, and ski boarding, the binding system will not ordinarily release during use. These bindings may not be designed to release as a result of forces generated during ordinary operation.** Adult acknowledges on Adult's and Minor's behalf that falls and collisions occur and **INJURIES or DEATH** may result from participation in an Activity. **By signing this Agreement Adult on his/her own behalf and, if applicable, on behalf of Minor acknowledges the risks and dangers associated with the Activity and the use of the facilities of Resort generally and, as a condition to Participant engaging in any Activity agrees to (1) ASSUME ANY AND ALL RISKS OF INJURY OR DEATH to Participant while or as a result of participating in any Activity; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIMS OR FILE ANY ACTIONS against Spirit Mountain Recreation Area, City of Duluth, State of Minnesota, County of St. Louis, the United States and each of their insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, assignees, employees, volunteers and agents, as well as any Activity sponsors and Equipment manufacturers and distributors (hereinafter the "Indemnified Parties") that are based on, arise or result from, in whole or in part, participation in any Activity; (3) INDEMNIFY, DEFEND AND HOLD THE INDEMNIFIED PARTIES HARMLESS, from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Activity and any loss, damage or injury, including death, that may be sustained by Participant or caused to others or their property by Participant. Undersigned agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Indemnified Party in defending an investigation, claim or suit brought by or on behalf of Undersigned.** Undersigned gives Resort permission to take and use photographs, video recordings, or movies of Participant taken during an Activity and use and sub-license such material for any purpose in promoting the Resort or related activities of the Resort in print, brochures, advertisements, films or videos and on broadcast presentations of any sort. The Resort shall have the right to refuse participation in the Event, confiscate tickets or passes or revoke the privileges conferred by a ticket/pass where in the sole judgment of its representative Participant: 1) acts in any manner that endangers or may endanger the safety of Participant or any other person; 2) violates the law;3) provides ski lessons or related services for compensation without express authorization; 4) engages in misconduct or creates a nuisance; 5) violates "Your Responsibility Code" and/or the Resort's Code of Conduct: 6) skis recklessly (high speed, jumping or tucking, out of control or straight down a run outside of a competition venue) – when skiing Participant must avoid other skiers, trail groomers, maintenance vehicles or objects below them; 7) skiing on closed trails or in closed terrain; 8) is impaired from or uses alcohol or drugs, 9) uses abusive language (swearing or cursing); or 10) displays poor or unsafe etiquette including skiing at speeds higher than rest of traffic on a run. Some of these acts may also be prosecuted as a criminal offense. A ticket/pass is NOT TRANSFERABLE and CANNOT BE RESOLD. A ticket/pass may be confiscated with no re-issue, if in the sole judgment of a representative of the Resort, it is used in a fraudulent, reckless or dangerous manner. Re-issued passes may be subject to a replacement fee. Undersigned acknowledge their affirmative duty to immediately notify the Resort if Participant's ticket/pass is lost or stolen. Undersigned warrant that Participant is in good health and capable of safely participating in the Activities. Adult authorizes the Indemnified Parties and/or their authorized personnel to call for medical care, treatment and/or procedures (collectively "Care"), for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Adult agrees that upon Participant's transport to a facility or hospital that the Resort and their personnel shall not have any further responsibility for Participant. Adult also consents to the Care given by an emergency caregiver or under the instructions and directions of a licensed physician. It is understood that reasonable efforts will be made to notify Adult at the earliest possible time in the event such Care is undertaken for a Minor. Adult knowingly and voluntarily consents in advance to such Care to encourage the physicians and the Resort to exercise their best judgment in undertaking such Care. Further, Adult agrees on behalf of Adult and Minor to pay all costs associated with such Care and related transportation provided for Participant and to indemnify and hold harmless the Indemnified Parties from any resulting costs. In consideration for accessing the facilities of one or more Resort, Adult agrees for him/herself and Minor that **ALL** claims arising from or related to any Activity, including for injury to person or property and/or death shall be **GOVERNED BY MINNESOTA LAW, without regard to conflicts of law principles,** and that **EXCLUSIVE JURISDICTION** shall be in the **District Court residing where the alleged incident occurred or in Federal Court for the District of MINNESOTA. UNDERSIGNED VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION.** This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be unenforceable, the remaining terms shall be enforceable. **THE UNDERSIGNED PARENT OR LEGAL GUARDIAN REPRESENTS AND ACKNOWLEDGES THAT HE/SHE IS ENTITLED TO AND IS SIGNING THIS AGREEMENT ON BEHALF OF MINOR AND THAT MINOR WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. UNDERSIGNED UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF MINOR, MINOR WILL NOT BE PERMITTED TO PARTICIPATE IN ANY ACTIVITY.** This Agreement shall be binding upon Undersigned's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives. **UNDERSIGNED HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE**

Date of Visit:_____

Printed Name_____ Signature_____ Date of Birth_____ Zipcode_____	Printed Name_____ Signature_____ Date of Birth_____ Zipcode_____	Printed Name_____ Signature_____ Date of Birth_____ Zipcode_____	Printed Name_____ Signature_____ Date of Birth_____ Zipcode_____
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