

## Cataloochee Ski Area

### **SKI SCHOOL WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT**

**\*\*PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.\*\***

**1. Definitions.** The person who is participating in Ski School shall be referred to hereinafter as "Student". The "Undersigned" means only the Student when the Student is age 18 or older OR it means both the Student and the Student's parent or legal guardian when the Student is under the age of 18. "Released Parties" mean **Cataloochee Ski Area** or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders. The "Activity" means taking part in ski school, skiing, snowboarding, and using the ski area facilities, including the lifts, for any purpose. The Undersigned agree and understand that taking part in ski school, skiing, snowboarding and using ski area facilities, including the lifts, for any purpose (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH.**

**2.** The Undersigned are advised that a person using any of the facilities of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Student, as a "skier" under North Carolina law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the **North Carolina Ski Safety Act** (hereinafter "Act").

**3.** Pursuant to North Carolina law, Student assumes the responsibility of maintaining control at all times while engaging in the Activity. Student is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Student must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Student assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Student may use the ski lifts without an adult present. The Undersigned are advised that snowmobiles, snowmaking, snow-grooming equipment and/or other motor vehicles and equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

**4. Release, Indemnification, and Assumption of Risk.** In consideration of the Student being permitted to participate in the activity, the Undersigned agree as follows:

(a) **Release.** THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Student's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) **Indemnification.** The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Student's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Student's participation in the Activity.

(c) **Assumption of Risk.** The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR STUDENT TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICIPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.**

**5. Helmets.** Cataloochee Ski Area recommends the use of helmets while participating in the ACTIVITY. THE UNDERSIGNED understand that helmets may reduce or mitigate the severity of head injuries to the STUDENT, but are in no way a guarantee of safety. THE UNDERSIGNED recognize that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn.

