



## Skier/Rider Liability Release

The purchaser / user of this pass assumes the risk of any injury to person or property resulting from any of the inherent dangers and risks of skiing and other winter sports activities and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing and other winter sports activities. Inherent risks of those activities include, but are not limited to: changing weather conditions; existing and changing snow conditions; bare spots; rocks; stumps; trees; collisions with natural objects, man-made objects, or other skiers; variations in terrain; the failure of skiers to ski within their own abilities; jumps; and Freestyle Terrain. Snowmaking and snowgrooming may be in progress. A "skier" includes any person using any of the facilities of a ski area, including for snowboarding, tubing, sledding, snowbiking, and adaptive equipment or otherwise.

I understand that using a ski area for any purpose is HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH, and I agree to ASSUME ALL RISKS, known or unknown, inherent or otherwise. I understand that I must remain alert at all times, control my own speed, avoid other skiers and obstacles, comply with signage and instructions of ski area personnel, and know how to safely load, ride and unload the lifts. In consideration for allowing my use, I agree NOT TO SUE and to RELEASE the ski resort, its affiliates and employees (each a "Released Party") from ALL LIABILITY for claims for injury, death or property damage arising from my use of this ticket, including those based on any Released Party's NEGLIGENCE. I AGREE TO DEFEND AND INDEMNIFY each Released Party for all claims arising from my use of this pass, including for attorney's fees. If the user is a minor, I agree, as the purchaser and / or user of this pass, parent / legal guardian, to the terms of this release on behalf of the minor user. I further agree that the exclusive jurisdiction for any claims I may bring against Cataloochee Ski Area, its agents or employees related to this activity is in the Superior Court of Haywood County, North Carolina.

Passholder further agrees this pass must be worn at all times and must be shown to the operators of the lifts and every time you ride a lift. Failure to display a valid lift pass will result in dismissal from the lift line. This pass is for your personal use only. Transferring the pass is not permitted and will result in the total revocation of the pass without refund. Read and heed all posted signs. Purchase of a season pass does not imply that you can use all lifts and ski/ride all trails. The passholder hereby grants his/her permission to copyright and use, re-use and publish, and republish photography of themselves which may be used in any printed, online or advertising materials for or related to the ski area.



**By signing this agreement, I, the undersigned, have read and understood the terms of the Skier/Rider Liability Release. I am signing freely and of my own accord, and I agree to be legally bound to the agreement printed here and on signs adjacent to ticket outlets. In the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its binding effect on them as well as myself. I further agree to assume all risk of personal injury or loss or damage to any of my property. Cataloochee Ski Area personnel shall have the right to revoke or confiscate this pass without refund in any instance where, solely in the judgment of a Cataloochee representative, the skier acts in any manner which endangers or may endanger the safety of any other person, violates the Skier Safety Act or for fraud, misconduct or nuisance.**

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Printed Name

\_\_\_\_\_  
Address, City, State, Zip

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Signature of ADULT

\_\_\_\_\_  
Signature of MINOR if under 18

\_\_\_\_\_  
Email

\_\_\_\_\_  
DATE