CAMELBACK MOUNTAIN RESORT

2013 CAMELBEACH SEASON PASS CONTRACT AND AGREEMENT NOT TO SUE

AGREEMENT by and between Camelback Mountain Resort, their owners and operators, and their officers, directors, agents, servants and employees (hereinafter referred to collectively as "Camelback") and Season Pass Holders: **IN CONSIDERATION** of payment of the applicable Season Pass rate, Camelback hereby grants to the undersigned the privilege and license to use the rides and attractions at Camelback, (based on availability, no guarantee of pool lounge chair), weather permitting, from date of issuance through the end of the current summer season during public summer season operating hours, upon the following terms and conditions:

1. Children under 12 years old **NOT ALLOWED** in the Waterpark without a paying adult.
2. Passes are **NOT TRANSFERABLE** or assignable. They may **NOT** be given or loaned to anyone under any circumstances. Season Pass is not valid for admission to picnics, group functions, or any other separately-ticketed event. Violation of this condition will result in revocation of the pass without refund.
3. Passholder must present pass card at the entrance gate to be scanned for entrance into the waterpark. Only one scanned admittance per day is allowed. If you leave the waterpark anytime during the day and want to be readmitted, you must get your hand stamped at the exit gate.
4. Passholders not in possession of their Season Pass Cards are required to purchase a daily ticket at full price in order to use the facilities.
5. This pass does not include or guarantee automobile parking. I understand that, on some busy days, parking may not be available.
6. If pass is lost or stolen, I agree to report the loss, in writing, immediately. Failure to do so may result in revocation of the pass, without refund. A $25 charge will be imposed for a replacement pass. A defective pass will be replaced free of charge upon surrender of the pass.
7. The pass may be suspended for a term decided by Camelback Staff and/or revoked by Camelback, without refund, in the event of a violation of any rule or regulation of the swimming pool, any ride or attraction, or for any behavior deemed inappropriate by Camelback Staff, or any behavior infringing on the enjoyment, rights or safety of other customers.
8.

ACKNOWLEDGEMENT OF RISKS

The undersigned, in consideration of permission to use Camelback's facilities, voluntarily assumes the risk of injury or even death while participating in recreational activities at Camelback. I agree and understand that the activities, including the use of lifts, are inherently dangerous and further recognize my responsibility to inspect the facilities and read and obey all signs, rules, and regulations associated with the activities at Camelback. There are inherent risks in the participation in or on any amusement ride, device, attractions and other recreational activities (hereinafter "amusement activities"). Patrons of amusement activities, by participation, accept the risks inherent in such amusement activities of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using the amusement activities and to obey all oral and written instructions and warnings, prior to or during participation. Patrons have a duty to refrain from participating in or on any amusement activity, when under the influence of drugs or alcohol. Patrons have a duty to properly use all amusement ride safety equipment. Other risks include, but not limited to: slips and falls, risk of drowning, and other inherent risks associated with swimming and wading pools and other attractions, wet and dry, that present the risk of injury or death.

9. **I HEREBY ACKNOWLEDGE, ACCEPT, AND ASSUME THESES RISKS AND ALL OTHER RISKS THAT CAN AND DO EXIST AT CAMELBACK.**
10. **IN CONSIDERATION OF BEING ALLOWED TO USE CAMELBACK MOUNTAIN RESORT'S FACILITIES, I AGREE THAT I WILL NOT SUE CAMELBACK MOUNTAIN RESORT, THEIR OWNERS AND OPERATORS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "CAMELBACK") AND WILL RELEASE CAMELBACK FROM ANY AND ALL LIABILITY IF I AM OR EVER WAS INJURED OR ANY MEMBER OF MY FAMILY IS OR EVER WAS INJURED WHILE USING ANY OF CAMELBACK'S FACILITIES OR WHILE PRESENT ON CAMELBACK'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS CAMELBACK FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT EXTENDS TO MY PRESENCE AT CAMELBACK PURSUANT TO ALL COMPLIMENTARY, PURCHASED, TRADES, EMPLOYEE DISCOUNTED AND VOLUNTEER DISCOUNTED TICKETS OR ANY OTHER TICKETS, PASSES, OR CARDS PROMOTIONAL OR OTHERWISE, THAT I HAVE OR MAY OBTAIN.**
11. I further agree that if suit is brought against Camelback by me, my spouse, child, or ward or by someone on my or their behalf for any injury resulting from the use of Camelback's facilities for a claim of negligence or otherwise, I will indemnify and hold Camelback harmless from and for any liability which may be imposed on it in such lawsuit and agree to reimburse Camelback for any expenses it might incur in defending any such lawsuit including reimbursement for costs of defense or for payment of any settlement or verdict that might be imposed on it.
12. I agree that all disputes arising under this contract and/or from my use of the facilities and attractions at Camelback shall be litigated exclusively in the Court of Common Pleas of Monroe County or in the United States District Court for the Middle District of Pennsylvania. I represent and warrant that I am signing this contract with the consent of my Spouse (if any) and 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 AGREE to comply with all rules and regulations pertaining to Season Passes that may, from time to time, be adopted by Camelback.

If the undersigned is under eighteen (18) years of age, this contract must be executed by a parent or guardian.

Executed the _____ day of _____, 20___, intending to be legally bound hereby.

_____ _____

Signature of Patron Signature of Parent/Guardian (If Patron is under (18) yrs of age.

Required Information for Patron:

First Name: _____ Last Name: _____ Age: _____

Address: _____ Date of Birth: _____

City: _____ State: _____ Zip Code: _____

Cell Phone Number: _____ Home Phone Number: _____

E-Mail Address: _____

REV: 04-05-2013 JMK