

THIS IS A CONTRACT-READ IT!

ACCEPTANCE OF THIS TICKET CONSTITUTES A CONTRACT.

THE CONDITIONS OF THE CONTRACT ARE SET FORTH BELOW AND WILL PREVENT OR RESTRICT YOUR ABILITY TO SUE CAMELBACK

This Contract is between Camelback Resort, its Owners, Operators and Lessors: CMBK Resort Holdings, LLC, CMBK Resort Operations, LLC, KSL Camelback Management, LLC, EPT Ski Properties, Inc., the Commonwealth of Pennsylvania, and their respective owners, officers, directors, partners, members, investors, operators, management companies, agents, servants and employees (hereinafter collectively referred to as "Camelback").

I understand and acknowledge that the recreational activities, and use of all associated equipment, rented or otherwise, at Camelback involve inherent risks and other risks associated with the participation in such activities, all of which can result in or cause serious and even fatal injuries. I further understand and acknowledge that there are inherent and other risks in winter sports, including the sports of skiing, snowboarding, snowtubing, and other snow-related activities (hereinafter referred to collectively as "winter sports"), including the use of lifts and other forms of conveyance. These risks include, but are not limited to, slip-and-falls, variations in snow, steepness and terrain, trail side drop-offs, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, utility lines, poles and guy wires, snowmaking equipment and component parts, trail fences and control nets, and the absence of such fences and nets, Terrain Park features and elements (such as halfpipe, jumps, rails, rollers, hits, etc.), and other forms of natural or manmade obstacles on and/or off designated trails, as well as collisions with equipment, including snowmobiles, obstacles or other skiers, participants or observers. I understand trail fences are located along the side of some but not all of the trails, as well as along paths and walkways; such fences are not designed to protect you from injury if you run into them or go through, over or under them. Likewise, I understand trail conditions, paths and walkways vary constantly because of weather changes and skier use. I understand that a helmet does NOT ELIMINATE THE RISK of injury or death and helmets have only limited capability for shock absorption and that, although the helmet may reduce or mitigate the severity of injuries to the head, it is not a guarantee of the participant's safety. I understand that all of the inherent and other risks of participating in winter sports present the risk of injury, including death, that winter sports such as skiing, snowboarding and snowtubing are DANGEROUS, risk sports, and that injuries can be serious and even fatal. Lastly, I understand and acknowledge there are inherent risks in the participation in or on any amusement ride, device or attraction (hereinafter "amusement ride(s)") at Camelback. I understand that patrons of amusement rides, by participation, accept the risks inherent in such amusement rides of which the ordinary prudent person is or should be aware. I understand I have a duty to exercise good judgment and act in a responsible manner while using the amusement rides and to obey all oral or written warnings, prior to or during participation. I also understand I have a duty to refrain from participating in or on any amusement rides while under the influence of drugs or alcohol. Finally, I understand I have a duty to properly use all amusement ride safety equipment.

CAUTION- Some or all of our amusement rides may not be suitable for patrons with heart conditions or neck or back problems or pregnant women. Please know your limitations. If you choose to participate, you do so at your own risk.

IN CONSIDERATION OF BEING ALLOWED TO USE CAMELBACK'S FACILITIES, I AGREE THAT I WILL NOT SUE CAMELBACK AND WILL RELEASE CAMELBACK FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE CAMELBACK FACILITIES OR WHILE BEING PRESENT AT THE FACILITIES, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, SOLE OR JOINT, 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, TO ANY MEMBER OF MY FAMILY OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, SOLE OR JOINT, 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.

Notwithstanding the foregoing, if I sue Camelback, I agree that I will only bring suit, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Monroe 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 Camelback and myself and/or my family member(s) shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement Not to Sue is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement Not to Sue is determined to be unenforceable, all other parts shall be given full force and effect.

THE PURCHASER OR USER OF ANY TICKET, WHETHER TO PARTICIPATE IN A SPORT OR AMUSEMENT RIDE, VOLUNTARILY ASSUMES THE INHERENT RISKS OF INJURY WHILE PARTICIPATING IN SAID SPORT OR THE RISKS IDENTIFIED WITH PARTICIPATING IN SAID AMUSEMENT RIDE.

No refunds or exchanges. We do not replace lost tickets or zip ties.

Rev: 06/01/2019



COUNTLESS ADVENTURES. ONE RESORT.