

## Uphill Skiing Terms & Conditions Greek Peak Mountain Resort

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

1. **Definitions:** The person who is participating in Uphill Skiing, Snowboarding, or Snowshoeing shall be referred to hereinafter as “guest”. The “undersigned” means only the guest when the guest is age 18 or older OR it means both the guest and the guest’s parent or legal guardian when the guest is under the age of 18. “Released Parties” mean Greek Peak, Greek Peak Mountain Resort, Greek Peak Holdings, LLC or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents’ employees, representatives, assignees, officers, and owners. The “activity” means taking part in uphill skiing, snowboarding, or snowshoeing and using the ski area facilities.
2. **Risks of Activity:** The undersigned agree and understand that taking part in the activity can be hazardous and involves the risk of physical injury and/or death. The undersigned acknowledge that the activity is inherently dangerous and fully realize the dangers of participating in the activity. The risks and dangers of the activity include, but are not limited to: falling; slick or uneven surfaces; surface and subsurface snow conditions; bumps; moguls; ice; variations in terrain; rugged mountainous terrain; downed timber; stumps; forest growth; rocks; debris; marked & unmarked obstacles; man-made objects; winch cat cable; snowmaking guns, water and air hoses; lift towers; terrain park elements and features; visibility; collisions; encounters with snowmobiles and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; avalanches; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; mental distress from exposure to any of the above; and negligence of others. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE IS NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS.
3. **Duties of Guest:** The guest acknowledges the responsibility of always maintaining control while engaging in the activity. Guest is responsible for reading, understanding and complying with all signage. Guest acknowledges that snowmobiles, snowmobiles, snowmaking, snow grooming equipment and/or other motor vehicles and equipment may be encountered at any time. Guest understands that entering or skiing in a “CLOSED” area is illegal.
4. **Responsibility, indemnification and Assumption of Risk:** In consideration of the guest being permitted to participate in the activity, the undersigned agree as follows:
  - a. **Responsibility:** THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY TAKES SOLE RESPONSIBILITY 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 guest’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 the legal fees and expenses whether or not in litigation, arising out of, or related to, guests participation in the activity. Such obligation on the part of the Undersigned shall survive the period of the guest’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 GUEST 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. **Minor Acknowledgment:** In the case of a minor guest, the undersigned parent or legal guardian acknowledges that he/she is not only signing this agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this agreement. Additionally, by signing this agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to participate in the activity. By signing this agreement without a parent or legal guardian’s signature, the guest, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor guest, signing adults represent that they are a legal parent or guardian of the minor guest.
6. **Medical Care:** Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for a guest or to transport guest to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. The undersigned agree to pay all costs associated with such medical care to related transportation.
7. **Helmets:** The undersigned understand that helmets may reduce or mitigate the severity of head injuries to the guest but are in no way a guarantee of safety. The undersigned recognizes 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
8. **Uphill Use Procedure:** In consideration for permission to access terrain operated and managed by Greek Peak Mountain Resort before during or after standard operating hours, the undersigned agrees to have reviewed a copy of the Greek Peak Mountain Resort Winter Uphill Policy. The undersigned is familiar with the trail names on Greek Peak Mountain and understands and agrees to follow and observe all terrain listed on the uphill use policy that is closed to uphill use as well as during non-operating hours.
9. **Severability:** If any provision of this agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this agreement will remain in full force and effect. Any provision of this agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
10. **Choice of Law and Forum:** The purchaser or user of this ticket agrees that the terms of this agreement will be binding upon him or her and shall be governed by the Laws of New York State, the exclusive jurisdiction for any claim shall be the Supreme Court of the State of New York, Cortland County, New York or the United States District Court for the Northern District of New York and that the terms of this document shall be admissible in evidence as a binding legal document between the purchaser or user and Greek Peak.

X \_\_\_\_\_  
Signature of the Participant

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Printed Name of Participant

X \_\_\_\_\_  
Printed name of Parent or Guardian

\_\_\_\_\_  
Date

X \_\_\_\_\_  
Signature of Parent or Guardian