

Holiday Valley Resort RESPONSIBILITIES AND ASSUMPTION OF RISK

In consideration of my or my child being permitted to use the facilities and participate in the programs at Holiday Valley Resort in Ellicottville, New York (the "Resort"), I expressly acknowledge:

1. I have read and understand the "Safety in Skiing Code" (Article 18 of the N.Y.S. General Obligation Law), the "Responsibilities of Skiers and Passengers" (12 N.Y.C.R.R., Part 54.4) and Holiday Valley's "Season Pass Policy" and agree to be bound by them. I have read and explained those regulations and responsibilities to my child in an age appropriate manner and he/she has acknowledged that he/she understands and agrees to be bound by them. Article 18 is posted at all ticket sale locations and at www.holidayvalley.com.
2. I and my child are physically fit and possess the physical strength to meet our responsibilities as a skier/rider, and state that we will not ski or ride while under the influence of drugs or alcohol.
3. I and my child agree to observe, read and abide by any and all notices as may be posted from time to time by the Resort which may pertain to our responsibilities as a skier/rider.
4. I grant permission to the Resort to use any photograph, videotape, motion picture, recording or other record of my or my child's use of its facilities for any legitimate purpose.
5. I and my child understand that trail conditions vary constantly because of weather changes and skier use. I and my child also understand that the risks of skiing/riding include terrain park elements, jumps, slide rails and other man-made features, changing weather conditions, bare spots, variations in snow, ice, forest growth, other ground cover, surface and subsurface conditions, and terrain, bumps, moguls, rocks, debris, equipment and machinery on slopes, collisions with other skiers and snowboarders and natural and man-made objects, and skier/snowboarder error. I have explained these risks to my child in an age appropriate manner. I and my child acknowledge that there are risks inherent in the sport of skiing/riding, and that as participants, I and my child could suffer personal injuries and/or death. I and my child accept the risks of personal injury and/or death.
6. My signature below signifies that I and my child have read, reviewed and understand the "Warning to Skiers" posted at this ski area. I agree, on behalf of myself and my child, that this acknowledgment shall be for the entire term of the pass and I relinquish my right to a refund of the purchase price of the pass that is allowable under "Safety in Skiing Code" for those persons unwilling to ski because of the sport or the duties imposed upon skiers by law.
7. I agree, on behalf of myself and my child that New York law applies to any issue relating to this agreement and my or my child's use of the facilities at Holiday Valley Resort. I agree, on behalf of myself and my child, that any lawsuit relating to this agreement or my or my child's use of the facilities at Holiday Valley Resort shall be brought only in the New York State

Supreme Court, County of Cattaraugus, or the United States District Court, Western District of New York, and that those courts shall have sole and exclusive jurisdiction over any lawsuit relating to this agreement or my or my child's use of the facilities at Holiday Valley Resort.

Initial Here: _____

**HOLIDAY VALLEY TRAINING CENTER
ACKNOWLEDGMENT & ASSUMPTION OF RISK**

1. I or my child have enrolled in a Training Center Program at Holiday Valley Resort (the "Resort") that is subject to the rules and regulations of the Resort. I and my child agree to abide by such rules and regulations. I understand that there are a number of competitions my child may enter while participating in the Training Center Program, including, but not limited to races, boarder cross events, rail jams, jumping and events in terrain parks and half-pipes. I give my child permission to participate in the program and those competitions,

2. I and my child acknowledge that the Training Center Program may include activities such as skiing, riding, aerial maneuvers, ballet, moguls, freestyle, racing, travel and other snow related activities, which are hazardous activities. I understand that the program and competitions include, but are not limited to, races, boarder cross events, rail jams, jumping and events in terrain parks and half-pipes. I acknowledge that this type of skiing/snowboarding is dangerous. I understand that the competition include risks of injury from, but not limited to, falls, terrain park elements, jumps, slide rails and other man-made features, changing weather conditions, bare spots, variations in snow, ice, other ground cover, surface and subsurface conditions, and terrain, bumps, moguls, rocks, debris, equipment and machinery on slopes, collisions with other skiers and snowboarders and natural and man-made objects, and skier/snowboarder error. I and my child will visually inspect the terrain and features before participating in each competition. Fencing, equipment covers, padding, signs, rope lines, and other marking devices may be in place in the terrain in which the competition takes place. These markers will not prevent injury. I understand that it is my and my child's responsibility to stay away from marked areas. I also understand that there may be natural and man-made hazards which may not be marked. I acknowledge that I and my child have sufficient skills to participate in each competition safely, and that I and my child will use equipment that is suitable for participating in each competition safely. I understand my child's ski binding may be adjusted by the coach. I am aware that participation in each competition may result in serious injury, property damage, or death, and I voluntarily accept such risks on behalf of myself and my child. I have explained the risks inherent in each competition to my child in an age appropriate manner and he/she has acknowledged that he/she understands and accepts those risks.

3. I understand that the resort assumes no responsibility for any other activities undertaken by me or my child.

4. I have carefully read and understand this agreement and all of its terms. I understand that this acknowledgment and assumption of risk may affect legal claims for damages in the event of my or my child's death or any injury to me or my child. I nevertheless enter into this agreement

freely and voluntarily on behalf of myself and my child and agree that it is binding upon me and my child, our heirs, assigns and legal representatives.

5. I and my child agree that the terms of this agreement shall be governed by the laws of New York State and that the terms of this agreement shall be admissible in evidence as a binding legal document between myself, my child, and the resort. I agree, on behalf of myself and my child, that any lawsuit relating to this agreement or my or my child's use of the facilities at Holiday Valley Resort shall be brought only in the New York State Supreme Court, County of Cattaraugus, or the United States District Court, Western District of New York, and that those courts shall have sole and exclusive jurisdiction over any lawsuit relating to this agreement or my or my child's use of the facilities at Holiday Valley Resort.

6. I agree, on behalf of myself and my child that this acknowledgment and assumption of risk applies to all related activities of the events and programs at the Resort, other ski areas and on locations where these activities take place.

Initial Here: _____

MEDICAL RELEASE

In order to expedite the treatment of a skier or rider in the event of an injury while participating in Holiday Valley's Ski Team Program, please read the following carefully. Your signature below will indicate your agreement.

I, the undersigned parent or legal guardian, have read and understand the above acknowledgment & assumption of risk and authorize Holiday Valley, its employees, agents or assigns to obtain medical treatment on behalf of my child in the event of an injury or if medical attention is needed.

Initial Here: _____

Date: _____ Registrant: _____
Print name Signature

Witness: _____ Parent/Guardian: _____
(if under 18)