

BRIGHTON RESORT 2009/2010 PEEP'S FREESTYLE TERRAIN PERMIT

NAME (Print Legibly) \_\_\_\_\_ AGE \_\_\_\_\_ SEX \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PEEP'S Voucher ID number (we give) \_\_\_\_\_

PEEP'S Permit number (we give) \_\_\_\_\_

**Please Read Carefully Before Signing.**

**This is a Release of Liability and Waiver of Certain Legal Rights.**

In consideration of Brighton Resort LLC., Boyne USA, Inc. its employees, officers, owners, directors, affiliates and related corporations (hereinafter "Ski Area"), allowing Participant \_\_\_\_\_ to participate in the PEEP'S FREESTYLE TERRAIN PARK PERMIT PROGRAM, (hereinafter "The Event") It is agreed on behalf of Participant and / or his/her heirs, assigns and representatives (hereinafter collectively "Participant") that:

**1. Notification of Risks**

Participant agrees and understands that participation in the event is a HAZARDOUS ACTIVITY (hereinafter "Activity"). Further, Participant recognizes that there are risks including, but not limited to, variation in terrain and surface conditions, falls, loss of control, collisions with other skiers or with natural and manmade objects, and aerial maneuvers. I recognize that injuries are a common and ordinary occurrence of the Activity. I hereby agree to freely and expressly assume and accept any and all risks of property damage, injury or death to the Participant while engaged in the Activity. Further, the Participant Voluntarily elects to participate in the activity.

**Initials** \_\_\_\_\_

**2. Assumption of Risk**

Participant assumes all risks which may be associated with and / or result from my involvement in the Activity, and hereby agree to hold harmless, release, defend and indemnify Ski Area of and from any liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage or injury, including death, that may be sustained by Participant while engaged in the Activity, including, but not limited to, those injuries and damages caused by the negligence and/or breach of warranty, express or implied on the part of Ski Area.

**Initials** \_\_\_\_\_

**3. Release From Liability and Covenant Not to Sue**

In consideration for being permitted to engage in the Activity at the Ski Area, Participant agrees to forever discharge and release from any legal liability and to not sue Ski Area for any injuries or property damage caused by or resulting from the Activity.

**Initials** \_\_\_\_\_

**4. Indemnification**

By execution of the Release, the Ski Area shall be indemnified for any injury to the Participant or to other persons caused by the Participant as a result of engaging in the Activity.

**5. Medical Authorization**

Participant authorizes the Ski Area and/or its authorized personnel to call for medical care for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is necessary. Participant agrees that, upon such transport to any medical facility or hospital, the Ski Area shall not have any further responsibility. Further, Participant agrees to pay all costs associated with such medical care and related transportation and indemnify and hold harmless the ski area from any costs incurred therein.

**6. Severability and Enforceability**

In the event any section of this Release is found to be unenforceable, the remaining terms shall be full enforceable, and the Release shall be binding to the fullest extent permitted by law.

PARTICIPANT HAS CAREFULLY READ THE FOREGOING RELEASE OF LIABILITY, HOLD HARMLESS, AGREEMENT NOT TO SUE AND INDEMNIFICATION AGREEMENT, UNDERSTANDS ITS CONTENTS, AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

\_\_\_\_\_  
Print Participant Name

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Parent or Guardian Name  
(if Participant is under 18)

\_\_\_\_\_  
Signature of Parent or Guardian  
(if Participant is under 18)

\_\_\_\_\_  
Date