

KD Enterprises, Inc., dba Bear Creek Lodge
Acknowledgement of Risks, Assumption of Risks,
Release of Liability and Indemnity Agreement

(Please Read Carefully Before Signing)

1. Acknowledgement of Risk: I realize and understand there are a number of inherent risks involved in any adventure, sport, or activity associated with the outdoors, cross-country skiing, snowmobiles, innertube sledding, or other summer/winter outdoor recreational activities. (Hereafter referred to as “activity”). Although we have taken reasonable steps to provide you with appropriate equipment, and/or skilled guides so that you can enjoy the activity, this activity is not without risk. Certain risks cannot be eliminated without destroying the unique character of the activity. We do not want to reduce your enthusiasm for this activity, but we do think it is important for you to know in advance what to expect and to be informed of the inherent risks.

I assume and understand that some of the inherent risks include, but are not limited to, inclement weather or variations in snow, ice or wind; presence of objects, wholly or partially obstructed from view; creeks, gullies, bare spots, bumps, moguls, other natural and man-made structures and their components; my physical coordination, balance, and the speed at which I travel; the presence of other participants and employees on the hill; and my ability to control, stop, operate and maneuver equipment I have been provided to participate in the activity. I further understand such dangers are recognized and accepted whether they are marked or unmarked.

I am also aware that certain foreseeable and unforeseeable events can pose a dangerous risk to my safety and certain risks associated with the activity including, but are not limited to, collisions, falls, equipment failure and operator error. I am also aware that such risks can result in personal injury and accidents and that personal property may be damaged or lost. I understand the description of these inherent risks is not complete and that other unknown or unanticipated risks may result in injury, illness or death. I understand for our safety, and the safety of other participants, that prior to using any equipment associated with the activity that I should ask any questions about the safe operation of the equipment and ask questions about other potential hazards and recommended cautions and procedures. I also understand that I have a duty to exercise reasonable care for my own safety and the safety of others and, therefore, I must engage in the activity within the limits of my ability and under control at all times.

2. Express Assumption of Risk and Responsibility: In recognition of the inherent risks identified herein and those risks not specifically identified associated with the activity which I, and any minor children for which I am responsible, will engage in, I confirm that I am/we are physically and mentally capable of participation in this activity and using equipment associated with this activity. I participate willingly and voluntarily. I assume full responsibility for personal injury, accidents or illness (including death) and any related expenses. I assume all responsibility for damage to or loss of my/our personal property. I understand that if I rent equipment for an unguided/unsupervised activity, or if the activity occurs after dark, that I increase the chance of accidents occurring and must therefore assume a higher degree of responsibility. I have also been advised and agree that wearing appropriate protective equipment, including gloves, clothing, footwear, etc. are basic safety precautions.

3. Release of Liability: In consideration for services and equipment provided by Bear Creek Lodge, I, for myself and any minor children for which I am a parent, legal guardian or otherwise responsible, any heirs, personal representatives, or assigns, HEREBY AGREE TO RELEASE, WAIVE AND AGREE NOT TO SUE SAMUEL G. DEAL JR OR KAREN B. DEAL, AND KD ENTERPRISES, INC., dba BEAR CREEK LODGE, (hereafter collectively referred to as “Bear Creek Lodge”) or its agents from any and all liabilities, claims, or causes of action arising out of or in connection with my participation in the activity, use of Bear Creek Lodge’s facilities, and the use of the rope tow or any and all other equipment. I ALSO UNDERSTAND THIS INDEMNITY AND HOLD HARMLESS AGREEMENT INCLUDES ANY AND ALL CLAIMS FROM OTHER PARTICIPANTS WHO MAY BE INJURED IN A COLLISION WITH ME OR INJURED IN OTHER WINTER-RELATED ACTIVITIES.

4. Indemnity and Hold Harmless Agreement: I further agree to indemnify and hold harmless Bear Creek Lodge and its agents from any and all liabilities, claims or causes of action, including attorney’s fees and costs, arising out of or in connection with my participation in the activity, the use of Bear Creek Lodge facilities or the use of Bear Creek Lodge’s rope tow or other equipment. I also understand this indemnity and hold harmless agreement includes any and all claims from other participants who may be injured in a collision with me or injured in other winter-related activities.

5. **Medical Expenses of Minors:** If I am signing this agreement on behalf of a minor, I accept full responsibility for all medical expenses incurred as a result of any injury or damage arising out of or in connection with the minor's participation in the activity or the use of Bear Creek Lodge facilities, rope tow or other equipment. I further agree to hold harmless and indemnify Bear Creek Lodge for any claims brought by the minor.

6. **No Guarantee of Service:** I recognize that Bear Creek Lodge may find it necessary to terminate any activity due to forces of nature, medical necessities or other problems; and/or refuse or terminate, the participation of any person Bear Creek Lodge deems incapable of meeting the rigors or requirements of participating in the activity or other winter-related activities. I accept this right to take such actions for the safety of myself and/or other participants. I acknowledge no guarantees have been made with respect to achieving these objectives. In the event of disruption of service, refunds may be prorated – at the operator's sole discretion – based upon time actually lost due to equipment failure during a given session. ***There will be no refunds to participants expressing their displeasure and/or frustration in less than a civil manner.***

7. In the event, any portion of this agreement shall be held to be invalid by any court, such holdings shall not affect the remaining provisions of this Agreement. Furthermore, in the event that I/we choose to initiate any legal action against Bear Creek Lodge, I/we agree to immediately place US \$2,000,000 cash in escrow to cover any countersuit(s) and/or judgment(s) that may be initiated against me or members of my group for any decision to pursue compensation for injuries or damages related to activities, or injuries or damages related to the snow tubing operation, including, but not limited to "slip & falls", against Bear Creek Lodge, its owners, or employees. In the event of successful judgment(s) against any of the aforementioned groups, I/we agree to forfeit all awards to KD Enterprises, Inc. for use improving the safety of the snow tubing operation and/or related structures.

8. I have read, understand and fully agree with the terms and conditions of the above acknowledgement of risks, assumption of risks, release of liability and indemnity agreement. If a parent or guardian signs on behalf of a minor, then parent or guardian also acknowledges and consents to all of the terms of this Agreement.

| <u>Participant's Name (printed)</u> | <u>Age</u> | <u>Signature of Participant or Guardian</u> (Must be over 18 years old) | <u>Date</u> |
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Emergency Contact: _____ Phone: _____

If Participant is under 18, Parent or Legal Guardian must sign.
IF YOU ARE NOT WILLING TO SIGN THIS RELEASE,
PLEASE RETURN TO THE TICKET WINDOW FOR A FULL REFUND