

**CHINA PEAK MOUNTAIN RESORT
BUSING/TRANSPORTATION RELEASE AND WAIVER**

In consideration of China Peak Mountain Resort, LLC, it's employees, officers, owners, directors, affiliates and related corporations (hereinafter "CPMR"), allowing _____, ("Participant") to participate in CPMR's Area Use/Winter Activities and **American Star Trailways** bus transportation, it is agreed on behalf of Participant (and guardian if participant is a minor) and for his/her heirs, assigns and representatives, (hereinafter collectively "Participant") that:

Participant (and Guardian if Participant is a minor) is aware that participation in winter activities generally and particularly **THE SPORT OF SNOW SLIDING IN ITS VARIOUS FORMS** (including the use of Alpine, Snowboard, Telemark, or Cross-Country equipment; specialized disabled snow sliding equipment; the use of Race Courses, Freestyle Parks, Terrain Features or Half Pipes; any intentional or unintentional jumping at any location; and the use of chairlifts or surface lifts) **INVOLVE RISKS OF PROPERTY DAMAGE, INJURY OR DEATH** that no amount of care, caution, instruction or expertise can eliminate. Such dangers include, but are not limited to, variations in terrain and surface conditions, falls, loss of control and collisions with other snow sliders or with natural and man-made objects. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS**, whether they are marked or unmarked, **INCLUDING THE RISK OF ANY NEGLIGENCE OF CPMR.**

In addition to the above risks, Participant (and Guardian if Participant is a minor) understands and accepts that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, sleet, hail and ice, and the presence of sand, cinders or gravel, any of which may also be tracked on to interior surfaces, such that **WALKING OR OTHER DAILY ACTIVITIES**, may become **DANGEROUS**, particularly in ski boots or snowboard boots, **PARTICIPANT**, (and Guardian if Participant is a minor) **FREELY ASSUMES ANY AND ALL RISKS of all surface conditions, INCLUDING THE RISK OF ANY NEGLIGENCE OF CPMR.**

Participant (and guardian if participant is a minor) acknowledges and understands that CPMR is not in the busing/transportation business. Participant (and guardian if participant is a minor) acknowledges and understands that all busing/transportation is being provided by **American Star Trailways** and that for any incident, injury and/or damage arising out of said busing/transportation, any legal recourse and/or remedy must be exclusively initiated **against American Star Trailways**

In consideration for being permitted to participate in busing/transportation to and from CPMR, by **American Star Trailways** vehicles, and participate in winter activities at CPMR, **Participant (and guardian if participant is a minor) AGREES TO FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE CPMR** for any injuries, death or property damage caused by busing/transportation or resulting from any access to or use of CPMR's premises, arising from, related to, or necessary for transportation herein by **American Star Trailways** and/or participating in winter activities at CPMR, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF CPMR'S ALLEGED NEGLIGENCE.**

Participant (and Guardian if Participant is a minor) agrees for himself/herself and his/her heirs, assigns and representatives to forever **INDEMNIFY CPMR AND HOLD CPMR HARMLESS** from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated by any third party or by Participant or by any other person or organization of Participant's behalf, for any and all damages, judgments, costs, loss of services, or expenses, arising from the activities contemplated by this agreement, including but not limited to payment of attorney fees incurred by CPMR.

Participant (and Guardian if Participant is a minor) grants permission to **CPMR** to use Participant's image appearing in any photographs, videotape, motion picture or any other media for any of **CPMR's** advertising or promotional purposes whatsoever, in perpetuity throughout the world.

Participant (and Guardian if Participant is a minor) hereby represents they are physically able to participate in snow sliding activities and authorizes any medical treatment deemed necessary in the event of any injury occurring while at

CPMR. Participant (and Guardian if Participant is a minor) either has appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

Participant (and guardian if participant is a minor) acknowledges that he/she is or will be at least fourteen years of age at the time of the activities contemplated by this agreement, and that no persons under the age of fourteen years may participate in bus transportation to CPMR without being accompanied by a parent or guardian at least eighteen years of age.

Participant (and guardian if participant is a minor) IS AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT HE/SHE IS RELEASING LEGAL RIGHTS FOR HIMSELF/HERSELF AND HIS/HER HEIRS BY SIGNING IT.

Participant (and guardian if participant is a minor) FURTHER EXPRESSLY AGREES THAT THE FOREGOING AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW AND THAT IF ANY PORTION OR PARAGRAPH IS HELD INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Signature: _____ Date _____ Age _____

On behalf of myself and on behalf of the Participant herein (required if Participant is a minor), I agree for myself and for Participant to be bound by all terms and conditions of the foregoing agreement, including to **INDEMNIFY AND HOLD CPMR HARMLESS** as set forth above.

Signature of Parent, Guardian or _____ Date _____ Age _____
Responsible Party if Participant is under 18 years of age

Responsible Party Address _____ City _____ State _____ Zip _____

Responsible Party Telephone No. _____

I am at China Peak Mountain Resort today:

ALONE

Emergency Contact Name & Telephone

WITH FRIENDS

Friend's Name & Telephone

I plan to SKI

SNOWBOARD

I AM AN EMPLOYEE ID# _____ DEPARTMENT I WORK _____