



FREESTYLE COACHING
Liability Release and Agreement Not To Sue
Please Read Carefully and Sign at the Bottom

Signing this release constitutes a contract. The conditions of the contract are set forth in this Release and will prevent or restrict your ability to sue Bear Creek Mountain Resort, Bear Creek Management Co., LLC, its owners, managers, employees or agents.

Alpine, Nordic, and Snowboard skiing ("skiing"), including the use of lifts, is a dangerous sport with inherent and other risks. These risks include but are not limited to, variations in snow, terrain park features (snow and metal), steepness of terrain, trailside drop-offs, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above or below the surface), bare spots, lift towers, utility lines, poles and guy wires, snowmaking equipment and component parts, trail fences and control nets and the absence of such fences and nets, and other forms of natural or man-made obstacles on and/or off designated trails, as well as collisions with equipment, obstacles or other skiers; trail conditions vary constantly because of weather changes and skier use. These are some of the risks of skiing and snowboarding. All of the inherent and other risks of skiing present the risk of serious and/or fatal injury. In consideration of using Bear Creek's facilities, the purchaser or user of this competition entry agrees to accept the risks of skiing and agrees not to sue Bear Creek or its employees or agents.

I, the PARTICIPANT, agree that as a participant in the freestyle instruction program I may be using freestyle terrain features not limited to, but including, jumps, table tops, spines, hips, rails, boxes, halfpipes, and quaterpipes. I agree that I have the ability and responsibility to inspect these features before using them. I agree and understand that as a freestyle participant I will be held to assume the risk of all course conditions, including, but not limited to, weather and snow conditions, terrain park construction or layout and obstacles.

I AGREE TO RELEASE Bear Creek, its freestyle instructors, employees, owners, affiliates, agents, officers, and directors from all liability for injury, death, property loss and damage which results from my participation in the sport of skiing/snowboarding and this competition, or is in any way related to use of this facility, including all liability which results from the negligence of Bear Creek or it's employees, or any other person or cause. I further agree to defend and indemnify providers for any loss or damage, including any that results from claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of all Bear Creek facilities.

I agree that all disputes arising under this contract and/or from my use of the facilities at Bear Creek shall be litigated exclusively in the Court of Common Pleas of Berks County or in the United Sates District Court for the Eastern District of Pennsylvania. The purchaser or user of this freestyle instruction voluntarily assumes the risk of injury while participating in this sport. The purchaser or original user of this freestyle instruction will have all skiing privileges revoked without refund if this entry is transferred to or used by any other person.

Signature of Participant _____ Date _____

Name of Participant (please print) _____

Signature of Parent (if participant is under 18) _____

Name of Parent (please print) _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____