COMPETITION AND PHOTO RELEASE

Please read and understand fully prior to signing. Signing this release constitutes a contract and release of liability. 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 and Nordic Skiing, and Snowboarding and associated competitions ("Activities"), including the use of lifts, are dangerous sports with inherent and other risks. These risks include but are not limited to, variations in snow, steepness of terra in, 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 the Activities. All of the inherent and other risks of the Activities 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 the Activities.

I agree with the premise that as a competitor I am a competitor at all times, whether practicing for competition or in competition. I agree that a competitor is always provided an opportunity to conduct a reasonable visual inspection of the training or competition course. I agree and understand that as a competitor I will be held to assume the risk of all course conditions, including, but not limited to, weather and snow conditions, course construction or layout and obstacles**. I agree and understand that I am required to wear a ski or snowboard helmet at all times while on the competition course.**

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 competition entry voluntarily assumes the risk of injury while participating in this sport. The purchaser or original user of this competition entry will have all skiing privileges revoked without refund this entry is transferred to or used by any other person.

IN CONSIDERATION OF THE ABOVE, I HEREBY ASSUME ALL RISKS WHICH MAY BE ASSOCIATED WITH AND/OR RESULT FROM MY INVOLVEMENT IN THIS COMPETITION AND AGREE NOT TO SUE BEAR CREEK, ITS EMPLOYEES OR AGEENTS AND HEREBY HOLD HARMLESS, RELEASE, INDEMNIFY AND DEFEND BEAR CREEK MOUNTAIN RESORT, ITS SUBSIDIARIES AND AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER "BEAR CREEK"), 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 ME WHILE PARTICIPATING IN THE COMPETITION, INCLUDING BUT NOT LIMITED TO, THOSE INJURIES AND DAMAGES CAUSED BY NEGLIGENCE, RECKLESSNESS OR RECKLESS BEHAVIOR, BREACH OF WARRANTY, AND/OR ANY OTHER IMPROPER CONDUCT, EXPRESS OR IMPLIED, ON THE PART OF BEAR CREEK.

If the competitor is a minor, I agree that I am signing as a parent or legal guardian who is at least 18 years of age. I further attest that I have read this release to the minor in age appropriate language and the minor understands the implications of this release and contract and agrees to the terms and conditions set forth herein. If I am signing this on behalf of a minor, I agree to defend and indemnify Bear Creek for any action that is brought by or on behalf of the minor, even if it is alleged that the minor's accident was caused by Bear Creek's negligence. I have carefully read the foregoing warning and liability release, understand its contents and sign it with full knowledge of its significance. The competition participant voluntarily assumes the risk of injury while participating in these Activities. If you do not agree to assume the risk, please do not use Bear Creek's facilities and do not participate in this competition.

Photo Release - For valuable consideration, I hereby irrevocably consent to and authorize the use and/or reproduction, in any form, by Bear Creek Mountain Resort or anyone authorized by the resort, of any and all photographs or video footage taken of me. I further understand these photographic images may be used for purpose of advertising, editorial and/or trade, including exhibition, display packaging, all forms of print media, television and other forms of electronic media without prior approval or consent from me. I further understand and agree that photographs or video taken of me nay be offered for sale and/or distributed by the resort, resort's agents, representatives, heirs or successors. I warrant that I am of legal age or a legal parent or guardian has signed below.

Competitor Name _____ Guardian Name (if competitor under 18) _____

Competitor Signature _____ Date _____

Guardian Signature (if competitor under 18) _____Date _____

Address _____

City _____ State _____ Zip _____

Phone _____ Email _____