



Release of Liability & Model Release Form

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, 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 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 TO RELEASE Bear Creek, its 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 its 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 States District Court for the Eastern District of Pennsylvania.

The purchaser or user of this event 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 if this entry is transferred to or used by any other person.

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 taken of me. I further understand these photographic images may be used for the purposes 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 taken of me may be offered for sale and/or distributed by the resort, resort's agents, representatives, heirs, successors or assigns from any and all claims of legal liability regarding the representation of me by virtue of alterations, optical illusion or faulty mechanical reproduction of said photographic images. I warrant I am of legal age.

Signature of Competitor: _____ Date: _____

Name of Competitor: _____

Parent/Guardian Signature *(if participant under 18)*: _____ Printed Name: _____

Address: _____

City: _____ State: _____ Zip: _____ Phone: _____