



CAMELBACK RESORT

Name:

General Facilities Contract

RELEASE, AGREEMENT NOT TO SUE AND ACKNOWLEDGEMENT OF RISKS

This Contract is between Camelback Resort, its Owners, Operators and Lessors: CMBK Resort Holdings, LLC, CMBK Resort Operations, LLC, KSL Camelback Management, LLC, EPT Ski Properties, Inc., the Commonwealth of Pennsylvania, and their respective owners, officers, directors, partners, members, investors, operators, management companies, agents, servants and employees (hereinafter collectively referred to as "Camelback")

RELEASE AND AGREEMENT NOT TO SUE

I. PATRON OR PARENT/GUARDIAN ACKNOWLEDGES AND AGREES THAT THEIR USE OF CAMELBACK'S FACILITIES, SERVICES, EQUIPMENT AND/OR PREMISES, INVOLVES RISKS OF INJURY TO PERSONS AND PROPERTY INCLUDING, BUT NOT LIMITED TO, THE RISKS DESCRIBED BELOW AND THE RISKS OF BEING EXPOSED TO COVID-19 OR OTHER INFECTIOUS DISEASES. PATRON OR PARENT/GUARDIAN ACKNOWLEDGES AND AGREES THAT:

(A) PATRON OR PARENT/GUARDIAN'S ENTRY INTO AND USE OF CAMELBACK IS VOLUNTARY;

(B) PATRON OR PARENT/GUARDIAN ASSUMES RESPONSIBILITIES FOR ALL RISKS DESCRIBED IN THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY; AND

(C) AS A CONDITION OF AND IN CONSIDERATION FOR PATRON OR PARENT/GUARDIAN'S ENTRY INTO CAMELBACK'S FACILITIES FOR ANY PURPOSE, PATRON OR PARENT/GUARDIAN HEREBY RELEASES, HOLDS HARMLESS AND AGREES TO INDEMNIFY AND DEFEND CAMELBACK, ITS DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM AND AGAINST ALL LIABILITY TO PATRON OR PARENT/GUARDIAN, THEIR CHILDREN AND THEIR PERSONAL REPRESENTATIVES, ASSIGNS, HEIRS, NEXT OF KIN AND/OR GUESTS ACCOMPANYING THEM TO CAMELBACK (COLLECTIVELY, THE "RELEASING AND INDEMNIFYING AGENTS") FOR ANY LOSS OR DAMAGE. PATRON OR PARENT/GUARDIAN FOREVER GIVES UP ANY CLAIMS OR DEMANDS THEREFOR, ON ACCOUNT OF INJURY TO RELEASING AND INDEMNIFYING AGENTS' PERSON OR PROPERTY, INCLUDING INJURY LEADING TO RELEASING AND INDEMNIFYING AGENTS' DEATH, WHETHER CAUSED BY THE ACTIVE OR PASSIVE NEGLIGENCE OF CAMELBACK OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW, WHILE RELEASING AND INDEMNIFYING AGENTS ARE IN, UPON, OR ABOUT CAMELBACK'S PREMISES OR USING ANY CAMELBACK FACILITIES, SERVICES OR EQUIPMENT OR AS A RESULT OF EXPOSURE TO COVID-19 OR OTHER INFECTIOUS DISEASES WHILE RELEASING AND INDEMNIFYING AGENTS WERE IN, UPON OR ABOUT CAMELBACK'S PREMISES OR USING ANY CAMELBACK FACILITIES.

PATRON OR PARENT/GUARDIAN FURTHER ACKNOWLEDGES AND AGREES THAT PATRON OR PARENT/GUARDIAN HAS READ THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY, AND AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS APART FROM THIS RELEASE AND WAIVER OF LIABILITY AND INDEMNITY HAVE BEEN MADE.

II. IN CONSIDERATION OF BEING ALLOWED TO USE CAMELBACK'S FACILITIES, I AGREE THAT I WILL NOT SUE CAMELBACK AND WILL RELEASE CAMELBACK FROM ANY AND ALL LIABILITY IF I AM INJURED WHILE USING ANY OF CAMELBACK'S FACILITIES OR WHILE PRESENT ON CAMELBACK'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS CAMELBACK FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURY WAS CAUSED BY THE NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT EXTENDS TO MY PRESENCE AT CAMELBACK PURSUANT TO ALL COMPLIMENTARY, PURCHASED, TRADES, EMPLOYEE DISCOUNTED AND VOLUNTEER DISCOUNTED TICKETS OR ANY OTHER TICKETS, PASSES, OR CARDS, PROMOTIONAL OR OTHERWISE THAT I MIGHT HAVE OR MAY OBTAIN.

ACKNOWLEDGEMENT OF RISKS

The undersigned, in consideration of permission to use Camelback's facilities, voluntarily assumes the risk of injury or even death while participating in recreational activities at Camelback. I agree and understand that the activities, including the use of lifts, are inherently dangerous and further recognize my responsibility to inspect the facilities and read and obey all signs, rules, video presentations, oral instructions, and regulations associated with the activities at Camelback. There are inherent risks in the participation in or on any amusement ride, device, attraction and other recreational activity (hereinafter "amusement activities"). Patrons of amusement activities, by their participation or use, accept the risks inherent in such amusement activities of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using, participating in or observing amusement activities and to obey all oral, video, and written instructions and warnings, prior to or during such use or participation. Patrons have a duty to refrain from participating in or on any amusement activity when under the influence of drugs or alcohol. Patrons have a duty to properly use all amusement ride safety equipment. Other risks include, but are not limited to: slips and falls, risk of drowning, and other inherent risks associated with amusement rides, swimming and wading pools and other attractions, wet and dry, that present the risk of injury or death.

Notwithstanding the foregoing, if I sue Camelback, I agree that I will only bring suit, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Monroe County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Camelback and myself or my family members(s) shall be litigated exclusively in one of said courts. I understand and agree that this Agreement Not to Sue is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is found to be unenforceable, all other parts shall be given full force and effect.

I have read and understood the above **RELEASE, AGREEMENT NOT TO SUE and ACKNOWLEDGEMENT OF RISKS**, and am voluntarily signing below, manually or electronically, with the intent to be legally bound by this Contract with the consent of my Spouse (if any) and understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue. I further agree that if any part of this Contract is determined to be unenforceable, all other parts shall be given their full force and effect.

If the undersigned is under eighteen (18) years of age, this Contract must be executed by a parent/guardian/accompanying adult.

Executed the _____ day of _____, 20____. Intending to be legally bound hereby.

X _____
Signature of Patron-Participating Adult and/or Parent/Guardian/Accompanying Adult

Children (under age 18yrs) - Print Name / Relationship

1. x _____ / _____ 3. x _____ / _____
2. x _____ / _____ 4. x _____ / _____

Required Information for Patron

First Name:	<input type="text"/>	Last Name:	<input type="text"/>
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City:	<input type="text"/>	State:	<input type="text"/>	Zip Code:	<input type="text"/>	Age:	<input type="text"/>
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