

**SKYTOP LODGE CORPORATION also d/b/a SKYTOP LODGE
(hereafter referred to as “Skytop Lodge”)
RELEASE OF LIABILITY – SNOWBOARDING AND/OR LESSONS**

Release for use of premises, and facilities, snowboarding, snowblading, use of ski lifts and rental or use of equipment.

- I understand that snowboarding, and snowblading, including the use of the ski lifts, are dangerous activities with inherent risks. These risks include, but are not limited to: variations in snow and trail conditions; variations in steepness and terrain; trail side 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, poles and guy wires, utility lines; snowmaking equipment and component parts; trail fences and control nets, and the absence of such fences and nets; and other forms of natural and manmade obstacles whether visible or hidden, in and/or off designated trails: as well as collisions with equipment, obstacles, skiers or other individuals using the area; trail conditions vary constantly because of weather and use. All the inherent risks of snowboarding and snowblading present the risk of serious and/or fatal injuries that do exist in these sports. I hereby acknowledge, accept and assume all risks of injury or death that can and do exist in the sports of snowboarding and snowblading while using the premises or facilities of Skytop Lodge.
- I accept for use, as is, the equipment that am using or renting from Skytop Lodge. I understand the risks associated with the use of this equipment and I agree to assume and accept any and all risks of injury or death while using this equipment. I have been offered instruction by an employee of Skytop Lodge in the operation of equipment that I am given or that I rent. I have made no misrepresentation to Skytop Lodge about my name, address, age, weight, height or other information.
- This Release of Liability shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to the conflict of law principles of any jurisdiction. Any and all disputes arising out of or relating to this Release of Liability and/or any and all disputes arising out of or relating to any activities described in this Release of Liability, shall be resolved solely and exclusively by either (i) the Monroe County (Pennsylvania) Court of Common Pleas or (ii) the United States District Court for the Middle District of Pennsylvania. The parties consent to personal jurisdiction in those courts or resolving disputes under this Release of Liability.
- In consideration of using Skytop Lodge’s facilities or premises, and/or equipment, I agree not to sue Skytop Lodge Corporation also d/b/a Skytop Lodge or their employees or agents if I am hurt while using any of the foregoing. I accept full responsibility for any and all damages or injury to myself or injury or damage that I cause to others. I release and agree to hold harmless and indemnify Skytop Lodge Corporation d/b/a Skytop Lodge and its owners, agents and employees from and for all liability including claims of negligence, for damages or injury to myself or to any other persons for personal injury or property damage.
 - That occurs as a result of, or related to, my use of Skytop Lodge’s facilities or premises, ski lifts, and/or equipment.
 - That is related to instruction I receive about skiing or to the selection, adjustment or maintenance of the equipment that I am renting or using.
 - That occurs while I am engaged in this sports activity.

HELMETS ARE AVAILABLE BUT NOT MANDATORY

If I decide to use a helmet provided by Skytop Lodge, I acknowledge that no helmet can protect wearer against all possible or foreseeable impacts and injuries to the head. Reasonably foreseeable impacts may exceed the capabilities of this helmet to protect against injury. This helmet is designed to offer added protection to the head, and cannot guard against neck, spine or other bodily injuries that may result from an accident occurring from my participation in the aforementioned activity.

PLEASE INITIAL _____

In Witness Whereof, and intending to be legally bound hereby the undersigned and hereunto sets his/her/their hand(s) this _____ day of _____, _____.

PRINT NAME: _____

E-MAIL ADDRESS: _____

ADDRESS: _____ ROOM # _____

CITY: _____ STATE: _____ ZIP CODE: _____

Participant Signature

Date

Date of Birth and Age

If participant is under the age of eighteen (18) at the time this document is signed, at least one parent must sign the release in addition to the participant's signature. The parent must also sign the additional provision below:

In addition to agreeing to all the provisions above, I further agree to defend and indemnify Skytop Lodge (and to pay or reimburse Skytop Lodge for any and all money it is required to pay including the attorney's fees and costs) with respect to any and all claims brought by or on behalf of my child or any child for whom I am the legal guardian, or any and all claims related to the use of equipment or facilities, the negligence of Skytop Lodge, its instructors, staff or volunteers or my child's participation in any and all activities while using the premises or facilities at, or equipment of Skytop Lodge.

Parent or Guardian Signature

Date

Print Name Here

INFORMATION NEEDED FOR SNOWBOARD RENTALS

AGE: _____

To Be Completed By Snowboard Technicians

HEIGHT: _____

Board Number: _____

WEIGHT: _____

Boot Number: _____

SHOE/BOOT SIZE: _____

Initials: _____