

CHILDREN'S PROGRAM RELEASE FORM

I, the undersigned, being of at least 18 years of age, hereby represent that I am the parent or guardian of the registered child (hereinafter referred to as the "Child") and desire the use and enjoyment of the programs offered by Ohio Ski Slopes, Inc. (hereinafter referred to as "Snow Trails") for the Child. Further, I warrant and represent that the Child is in good health, there are no special problems associated with the care of the child, and I have left no special instructions regarding the Child that are not listed on the registration form on the reverse side.

I accept AS IS the use of the rental equipment by the Child. I agree to return to the Children's Learning Center the rental equipment by the end of the session and to replace at full retail value any rental equipment damaged while in the care, custody or control of the Child and/or me.

I understand that the binding system of the rental equipment cannot guarantee the user's safety. In downhill skiing, the binding system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release. In snowboarding, ski boarding and other sports utilizing equipment with non-release bindings, the binding system will **not** ordinarily release during use as these bindings are not designed to release as a result of forces generated during ordinary operation.

I further understand that there are inherent and other risks **of injury or death** that result from the participation in programs that Snow Trails offers for winter downhill sports, including but not limited to, skiing, snowboarding, and ski boarding (collectively "recreational snow sports"), that the wearing of a helmet may reduce the risk of injury or death at slower speeds in recreational snow sports, and that even when a helmet is worn, injury or death can result from both low and high energy impacts. I expressly assume all risks of injury or death resulting from the Child's participation in recreational snow sports at Snow Trails, including but not limited to, the use of the rental equipment. I voluntarily agree to release, indemnify and hold harmless Snow Trails, its owners, operators, officers, directors, shareholders, employees, servants, instructors, agents, rental facility, representatives, affiliates, and manufacturers and distributors from and for any injury, loss or damage resulting from the Child's participation in recreational snow sports at Snow Trails.

This Agreement is governed by the applicable laws of the State of Ohio. If any provision of the Agreement is determined to be unenforceable, then all other provisions shall be given full legal force and effect.

I have read and understand the terms of this Agreement. I verify that I have authority to sign on behalf of the Child and that by signing this Agreement I am binding myself, the Child, and any heirs and/or assigns.

Name of Child #1 _____

Name of Child #2 _____

Name of Child #3 _____

Parent/Guardian's Signature: _____ Dated: _____

Parent/Guardian's Print Name: _____