## DAILY AREA LIFT TICKET LIABILITY RELEASE AGREEMENT

I understand and accept all terms and conditions posted at the place this ticket was issued and realize I am bound by them as a condition of using this ticket and any facilities of this ski area. I accept that I will be exposed to inherent and other risks and dangers that cause serious injury or death. I therefore agree to accept full responsibility for any and all injuries or property damage and agree to make no claim against the ski area or any of its owners or employees for any injury or harm to me regardless of cause. I agree that any use of this ticket or facilities confirms absolutely my agreement to be bound by all these terms and others posted, whether I obtained this ticket myself or someone else provided it to me.

I also understand that, according to Ohio Revised Code 4169.08 and 4169.09, special risks and responsibilities are assumed by all skiers. This ticket is revocable without refund at any time by management or ski patrol for misconduct or nuisance. In consideration of my use of the slopes, I grant permission to the owner or its representatives to photograph me and to publish my image or images for training or promotional purposes.

Daily Lift Tickets are non-refundable and not transferable. Daily Lift Tickets are not for resale and valid only on day of issue.

I, THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS DAILY AREA LIFT TICKET LIABILITY RELEASE AGREEMENT.

Print Name of Participant	
Signature of Participant (or if participant is under 18 signature of legal guardian)	Date

## **EQUIPMENT RENTAL AND LIABILITY RELEASE AGREEMENT**

## THE FOLLOWING IS ONLY REQUIRED IF YOU ARE RENTING EQUIPMENT

I accept for use AS IS the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is in my possession, and agree to reimburse Ohio Ski Slopes Inc., operator of Snow Trails Ski Area (lessor), at full replacement value of any equipment rented under this form, but not returned to the rental facility. I agree to return all rental equipment by the end of the session.

I understand that the binding system 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, skiboarding, and other sports utilizing equipment with non-release binding, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during ordinary operation.

I understand that the sports of skiing, snowboarding, skiboarding and other sports (collectively RECREATIONAL SNOW SPORTS) involve inherent risk of INJURY and DEATH. I voluntarily agree to expressly assume all risk of injury or death that may result from these RECREATIONAL SNOW SPORTS, or which relate in any way to the use of this equipment.

I understand that a helmet designed for RECREATIONAL SNOW SPORTS use will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn.

I AGREE TO RELEASE AND HOLD HARMLESS the equipment rental facility, its employees, owners, affiliates, agents, officers, directors, and the equipment manufacturers and distributors and their successors in interest (collectively PROVIDERS), from all liability for injury, death property loss and damage which results from the equipment user's participation in the RECREATIONAL SNOW SPORTS for which the equipment was provided, or which is related in any way to the use of this equipment, including all liability which results from the NEGLIGENCE of PROVIDERS or any other person or cause.

I agree NOT to make claim against or sue PROVIDERS for injuries or damages relating to RECREATIONAL SNOW SPORTS and/or use of this equipment. 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 this equipment.

This agreement is governed by the applicable laws of this state. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I am aware that this is a release of liability and a contract between myself and Snow Trails and/or PROVIDERS and sign it of my own free will.

I, THE UNDERSIGNED HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT.

Print Name of Participant	
Signature of Participant (or if participant is under 18 signature of legal guardian)	Date