

Black Hills Chair Lift Co. d.b.a. Terry Peak Ski Area

Free Heal Event 3.18.23 LIABILITY RELEASE

BY SIGNING THIS DOCUMENT, YOU AGREE TO WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

The **Participant** named on this Release of Liability agrees and understands that uphill trail travel with skiing and other winter sports are inherently dangerous and risky with many hazards that can cause injury or death. By using Terry Peak Ski Area, including the chairlifts, for any purpose (the "Activity") can be hazardous and involves the **RISK OF PHYSICAL INJURY OR DEATH**, or property loss resulting from but not limited to the risks, dangers, and hazards of uphill trail travel with skiing and other recreational activities; the use of ski lifts; collision or impact with natural or manmade objects or with other persons; slips, trips, and falls; accidents which occur during uphill trail travel with skiing; travel within or beyond the area boundaries; or negligence.

* **Participant** acknowledges such risk is inherent and cannot be reasonably avoided without changing the nature of the Activity. In purchasing access to the premises and facilities of Terry Peak Ski Area, the **Participant** acknowledges that he/she has read this Agreement and understands and expressly assumes the risk of the Activity, inherent or otherwise.

* **Participant** agrees to **RELEASE Terry Peak Ski Area FROM ANY AND ALL LIABILITY AND CLAIMS FOR INJURY OR DEATH OR DAMAGE TO PROPERTY** which may result from conditions on or about the premises and facilities, the operations of the ski area or its facilities and equipment, including, but not limited to chairlift operations, emergency medical assistance, parking lot use, and any other use of the indoor/outdoor facilities.

* **Participant** understands that the purchase of products and services, such as a lift pass, assigned user specific and NOT TRANSFERABLE to another person and/or date and may not be used by anyone other than the designated **Participant**. The **Participant understands** that intentional unauthorized use of an **RFID CARD** by anyone other than the person to whom the card is issued is a *criminal offense*.

* The ski area operating times and dates are at the sole discretion of **Terry Peak Ski Area** and are subject to change at any time and without notice, refund, or compensation. Ski Area Operator reserves the right to close the area or any part of the area to ensure safety,

* **Participant** has voluntarily purchased daily and or season lift pass offered by **Terry Peak Ski Area** and thereby acknowledges and accepts the **RISK OF INJURY OR DEATH**, as set forth above and **I FREELY ASSUME THOSE RISKS.**

* By purchasing a daily lift pass or season lift pass, **I RELEASE TERRY PEAK SKI AREA** from all liability for all such injuries caused by or resulting from my participation in uphill trail travel during operating hours, whether such injury or death was caused by the negligence of Black Hills Chairlift Company: dba Terry Peak Ski Area.

* **Participant** agrees to abide by the **SKIER RESPONSIBILITY CODE. KNOW THE CODE! IT'S YOUR RESPONSIBILITY.**

RELEASE OF PHOTOS I grant **Terry Peak Ski Area** the right to take photographs and or videos of myself, my family members, and my property. I authorize Terry Peak Ski Area to copyright, use, and publish the same in print, digital, social, and electronic media. I agree that Terry Peak Ski Area may use photos or videos of myself or my family with or without names for any lawful purpose, including publicity, illustration, advertising, social media, and web content.

IF A PARENT OR GUARDIAN IS SIGNING ON BEHALF OF A MINOR, THE PARENT OR GUARDIAN AGREES TO DEFEND/INDEMNIFY BLACK HILLS CHAIRLIF TCO dba: TERRY PEAK SKI AREA IN THE EVENT THE AUTHORITY TO BIND THE MINOR IS CHALLENGED

* **Participant CONTRACTUALLY AGREES THAT ALL CLAIMS** for injury and/or death shall be **GOVERNED BY SOUTH DAKOTA LAW & EXCLUSIVE JURISDICTION** shall be in Lawrence County Circuit Court or in the United States District Court for the District of South Dakota.

I HAVE CAREFULLY READ THE FOREGOING LIABILITY RELEASE.

I UNDERSTAND ITS CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

I AM AWARE THIS IS A RELEASE OF LIABILITY AND I SIGN IT OF MY OWN FREE WILL.

Date Signed: March 18, 2023

Signature of Participant / Parent or Legal Guardian, if applicable _____

Printed Name of Participant: _____ Age _____ Printed Parent or Guardian _____

Address _____ City _____ State _____ Zip _____ Phone: _____