

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

Event: Lunar Run 1.27.24

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 skiing, snowboarding, 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 skiing, snowboarding, and other recreational activities; the use of ski lifts and carpet lifts; collision or impact with natural or manmade objects or with other persons; slips, trips, and falls; accidents which occur during skiing or snowboarding lessons; 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. The **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, snow grooming operations, snowmaking operations, chairlift operations, emergency medical assistance, parking lot use, and any other use of the indoor/outdoor facilities.

FLAMING TORCHES WILL BE USED IN THE LUNAR RUN, AND BY SIGNING THIS LIABILITY RELEASE FORM, I ACCEPT THE RISKS AND DANGERS THAT ARE AFFILIATED WITH USING FLAMING TORCHES. THE USE OF A FLAMING TORCH IS NOT REQUIRED AND IF I CHOOSE TO USE A FLAMING TORCH PROVIDED BY THE SKI AREA, I DO SO AT MY OWN RISK. I UNDERSTAND THAT BLACK HILLS CHAIRLIFT CO. d.b.a. TERRY PEAK SKI AREA WILL NOT BE RESPONSIBLE FOR DAMAGED CLOTHING OR GEAR. BY SIGNING THIS RELEASE FORM, I'M EXCEPTING THE RESPONSIBILITY OF PARTICIPATING IN THE LUNAR RUN EVENT. I PROCLAIM TO BE AN INTERMEDIATE TO ADVANCED LEVEL SKIER/SNOWBOARDER. THERE IS LIMITED VISIBILITY DUE TO NATURAL LIGHTING AND I UNDERSTAND THERE WILL BE NO ARTIFICIAL LIGHTING OFFERED.

* **Participant** has voluntarily purchased a 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 lift pass, **I RELEASE TERRY PEAK SKI AREA** from all liability for any and all such injuries caused by or resulting from my participation in **skiing or snowboarding**, whether such injury or death was caused by the negligence of **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 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 TERMS. I AM AWARE THIS IS A RELEASE OF LIABILITY, AND I SIGN IT OF MY OWN FREE WILL.

Date Signed: _____

Print Name of Participant: _____ **Signature:** _____

Print Name of Participant: _____ **PARENT Signature:** _____

Print Name of Participant: _____ **PARENT Signature:** _____

Print Name of Participant: _____ **PARENT OR GUARDIAN Signature:** _____

Address _____ City _____ State _____ Zip _____ Phone: _____