

**Black Hills Chair Lift Co. dba Terry Peak Ski Area**

**POND SKIM 4/5/2025 - LIABILITY RELEASE**

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

The **Participant** named on this Release of Liability agrees and understands that skiing, snowboarding, and other winter sports are inherently dangerous with many hazards that can cause injury or death. Using **Terry Peak Ski Area**, including the chairlifts, for any purpose (the "Activity") can be hazardous and involves the **RISK OF PHYSICAL INJURY, DEATH**, property loss or damage. These risks, dangers, and hazards include, but are not limited to, snowboarding and skiing into/over water surface; changing weather and snow conditions; ice; bare spots; rocks, stumps, and trees; the use of ski lifts; collision or impact with marked and unmarked natural or manmade objects or with other persons; slips, trips, and falls in buildings and around the premises, including the parking lots; variation in terrain; moguls, jumps, and other terrain features; failure of skiers and snowboarders to ski and/or ride within their abilities; failure to travel within 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**, its agents, employees, representatives, assignees, directors, officers, and shareholders FROM ANY AND ALL LIABILITY AND CLAIMS FOR INJURY, DEATH, OR DAMAGE TO PROPERTY which may result from Participant engaging in the Activity and agrees to hold harmless, indemnify, and defend **Terry Peak Ski Area**, its agents, employees, representatives, assignees, directors, officers, and shareholders from any such liability and claims.

\* **Participant** understands that the purchase of products and services, such as a lift pass, is 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 may be 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. Terry Peak's Ski Area Operator reserves the right to close the area or any part of the area to ensure safety of the Participant and spectators.

\* **Participant** has voluntarily purchased a 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 **FREELY ASSUMES THOSE RISKS AND AGREES TO RELEASE, HOLD HARMLESS, INDEMNIFY, AND DEFEND TERRY PEAK SKI AREA** from all liability and claims for injury, death, or damage to property resulting from the use of the pass and engaging in the Activity.

\* **Pond Skim- THIS POND SKIM EVENT WILL INVOLVE SKIMMING ACROSS A POND OF WATER APPROXIMATELY THREE FEET DEEP. BY SIGNING THIS FORM, I ACCEPT THE RISKS AND DANGERS THAT ARE AFFILIATED WITH USING SKI AND SNOWBOARD EQUIPMENT TO SKIM THE POND OF WATER, INCLUDING BUT NOT LIMITED TO GETTING WET AND EQUIPMENT BECOMING DRENCHED IN WATER.**

\* **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 me, 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 me or my family with or without names for any lawful purpose, including but not limited to, 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 RELEASE, DEFEND, AND 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, Western Division.

**I AM OF LEGAL AGE AND 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 \_\_\_\_\_ Signature of Participant/Parent or Legal Guardian, if applicable \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_ Age \_\_\_\_\_

Printed Name of Participant: \_\_\_\_\_ Age \_\_\_\_\_

Printed Name of Parent or Guardian \_\_\_\_\_ Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Phone: \_\_\_\_\_