

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

Scenic Chairlift Rides 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.

- * **Participant** named on this Release of Liability agrees and understands that participation ski lift rides ("the Activity") involves **RISKS, DANGERS and HAZARDS** that can cause injury or death. Using [BHCC] Terry Peak Ski Area's chairlifts can be hazardous and involves the **RISK OF PHYSICAL INJURY, DEATH**, or property damage or loss. These risks, dangers, and hazards include, but are not limited to, entering and exiting the chairlifts; riding the chairlifts; slips, trips, and falls in buildings and around the premises, including parking lots; or negligence.
- * **Participant** acknowledges risk is inherent and cannot be reasonably avoided without changing the nature of the activity
- * **Participant** expressly assumes the risk of the activity.
- * **Participant** agrees to **RELEASE [BHCC] 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 OR LOSS TO PROPERTY** which may result from **Participant** engaging in the Activity and agrees to hold harmless, indemnify, and defend [BHCC] 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 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 Ski Area's Ski Area Operator reserves the right to close the area and/or chairlifts to ensure the safety of the Participant.

EVENT DESCRIPTION - Chairlift Rides June 19-21, 2026 - starting 9am thru 3pm [unable to unload]

RELEASE OF PHOTOS grant[BHCC]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 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, death, and/or property damage 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.

Printed Name of Participant: _____ **Age** _____

Printed Name of Participant: _____ **Age** _____

Printed Name of Participant/Parent or Legal Guardian _____

Date ___ / ___ / ___ **Signature of Participant/Parent or Legal Guardian** _____

Address _____

City _____ **State** _____ **Zip** _____ **Phone:** _____