

PLEASE READ AND INITIAL BELOW

Acceptance of this ticket constitutes a contract. The conditions of the contract are set forth elsewhere on this ticket and will prevent or restrict your ability to sue Elk Mountain Ski Resort, Inc. hereinafter "Elk Mountain".

Alpine, Nordic and Snowboard skiing, including the use of lifts, is a dangerous sport with inherent and other risks. These risks include but are not limited to, variations in snow, steepness and terrain, trail side drop-offs, ice and icy conditions, moguls, rocks, trees, and other forms of forest growth or debris (above and below the surface), bare spots, lift towers, utility lines, poles and guy wires, snow- making equipment and component parts, trail fences, and the absence of such fences and other forms of natural or man-made obstacles on and/or off designated trails as well as collisions with equipment, including snowmobiles, obstacles and other skiers. Trail conditions vary constantly because of weather changes and skier use. These are some of the risks of skiing. All of the inherent and other risks of skiing present the risk of serious and/or fatal injury.

In consideration of being allowed to use Elk Mountain's facilities, the purchaser or user of this ticket agrees to accept the inherent and other risks of skiing and/or snowboarding. The purchaser or user further agrees not to sue Elk Mountain and agrees to release Elk Mountain from any and all liability if the user or any member of the user's family is injured while using any of Elk Mountain's facilities or while being present at Elk Mountain's facilities, even if it is contended that such injuries are the result of Elk Mountain's negligence, sole or joint, or any other improper conduct for which a release is not contrary to public policy.

The user of this ticket hereby gives Elk Mountain permission to use any photograph or video of the user taken while using Elk Mountain's facilities for use in commercial or non-commercial marketing/publicity without compensation

I agree that all disputes arising under this contract and/or from my use of the facilities at Elk Mountain Ski Resort, Inc. shall be litigated exclusively in the Court of Common Pleas of Susquehanna County or in the United States District Court for the Middle District of Pennsylvania. The purchaser of this ticket voluntarily assumes the risk of injury while participating in the sports of skiing and/or snowboarding. **Pass is non-refundable and not transferable. You will be charged a \$5.00 fee each time you forget your pass or need a replacement.**

ELK MOUNTAIN SKI RESORT, INC. - UNION DALE, PA

Initial: _____
(Applicant or parent/guardian if under 18)