# CAMELBACK RESORT

Name:

## General Facilities Contract

## RELEASE, AGREEMENT NOT TO SUE AND ACKNOWLEDGEMENT OF RISKS

This **Contract** is between Camelback Resort, its Operating Divisions, CBH2O, LP,and CBK Lodge, LP, and their owners, officers, directors, partners, members, investors, operators, management companies, agents, servants and employees hereinafter collectively referred to as ("Camelback"), and the **Patron, Parent/Guardian or Accompanying Adult** identified on the signature line below.

### RELEASE AND AGREEMENT NOT TO SUE

**IN CONSIDERATION OF BEING ALLOWED TO USE CAMELBACK'S FACILITIES, I AGREE THAT I WILL NOT SUE CAMELBACK AND WILL RELEASE CAMELBACK FROM ANY AND ALL LIABILITY IF I AM INJURED WHILE USING ANY OF CAMELBACK'S FACILITIES OR WHILE PRESENT ON CAMELBACK'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK. I FURTHER AGREE THAT I WILL IMDEMNIFY AND HOLD HARMLESS, CAMELBACK, FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF, OR ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURY WAS CAUSED BY THE NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, OR ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF CAMELBACK. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT EXTENDS TO MY PRESENCE AT CAMELBACK PURSUANT TO ALL COMPLIMENTARY, PURCHASED, TRADES, EMPLOYEE DISCOUNTED AND VOLUNTEER DISCOUNTED TICKETS OR ANY OTHER TICKETS, PASSES, OR CARDS, PROMOTIONAL OR OTHERWISE THAT I MIGHT HAVE OR MAY OBTAIN.**

### ACKNOWLEDGEMENT OF RISKS

The undersigned, in consideration of permission to use Camelback's facilities, voluntarily assumes the risk of injury or even death while participating in recreational activities at Camelback. I agree and understand that the activities, including the use of lifts, are inherently dangerous and further recognize my responsibility to inspect the facilities and read and obey all signs, rules, video presentations, oral instructions, and regulations associated with the activities at Camelback. There are inherent risks in the participation in or on any amusement ride, device, attractions and other recreational activities (hereinafter "amusement activities"). Patrons of amusement activities, by their participation or use, accept the risks inherent in such amusement activities of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using, participating in, or observing amusement activities and to obey all oral, video, and written instructions and warnings, prior to or during such use or participation. Patrons have a duty to refrain from participating in or on any amusement activity, when under the influence of drugs or alcohol. Patrons have a duty to properly use all amusement ride safety equipment. Other risks include, but are not limited to: slips and falls, risk of drowning, and other inherent risks associated with amusement rides, swimming and wading pools and other attractions, wet and dry, that present the risk of injury or death.

Notwithstanding the foregoing, if I sue Camelback, I agree that I will only bring suit, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Monroe County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes, which might arise between Camelback and myself or my family members(s) shall be litigated exclusively in one of said courts. I understand and agree that this Agreement Not to Sue is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is found to be unenforceable, all other parts shall be given full force and effect.

I have read and understood the above **RELEASE, AGREEMENT NOT TO SUE, and ACKNOWLEDGEMENT OF RISKS**, and am voluntarily signing below, manually or electronically, with the intent to be legally bound by this Contract with the consent of my Spouse (if any) and understand that I may be giving up the rights of my child and spouse to sue as well as giving up my own right to sue. I further agree that if any part of this Contract is determined to be unenforceable, all other parts shall be given their full force and effect.

***If the undersigned is under eighteen (18) years of age, this contract must be executed by a parent/guardian/ accompanying adult.***

Executed the _____ day of _____, 20____. Intending to be legally bound hereby.

X_____

Signature of Patron-Participating Adult and/or Parent/ Guardian/Accompanying Adult

**Children (under age 18yrs ) - Print Name / Relationship**

**1. x**_____/_____ **3. x**_____/_____

**2. x**_____/_____ **4. x**_____/_____

**Required Information for Patron**

| First Name: | | | | | | | | | | | | | Last Name: | | | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|

| City: | | | | | | | | | | | | | | | | | | State: | | | Zip Code: | | | | | | Age: | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|