

SUGARLOAF MOUNTAIN CORPORATION

(Competition and Events Release)

2021

**ACKNOWLEDGEMENT, ASSUMPTION OF RISKS,
RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

(Please Read Carefully Before Signing)

APPLICATION

I acknowledge this agreement applies to my participation in the US Endurance Enduro/Downhill Mountain Bike event in Carrabassett Valley, Maine (hereinafter, the "Activity"), including but not limited to one or more of the following dates: September 10, September 11 and September 12, 2021.

ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS

I acknowledge that participation in the Activity involves inherent risks of mountain biking and mountain bike racing encompassing dangers and conditions that are an integral part of the sport, as well as other known and unknown risks including, but not limited to, changing weather and surface conditions, falls resulting from manmade and natural objects, design and condition of natural and man-made elements, severe terrain changes and collisions with other participants, spectators, vehicles and natural and man-made objects.

I acknowledge that while participating in the Activity I am a participant and/or competitor (hereinafter, collectively referred to as "competitor") whether I am practicing, training or engaged in competition. I acknowledge that I have been advised to visually inspect the course, venue or area where the Activity is to occur. I accept all risk of course, venue or area conditions including, but not limited to, obstacles, course or feature location, course construction, design and layout, terrain configuration or condition, steep, slippery, uneven condition of roads and trails, water bars, bumps, stumps, brush, changing weather and surface conditions, unstable surfaces, marked or unmarked obstacles, loss of balance, slips and falls, man-made and natural objects, design and condition of natural and man-made elements, terrain changes, traffic, collisions with other participants, spectators, vehicles and natural and manmade objects, loss of vision due to weather or darkness, dislodged rocks, wild or domestic animals, temperature variation and equipment malfunction. I understand that my safety is directly affected by my judgment. I understand that if I become lost or disabled, I may be charged for expenses of search and rescue. I AGREE FREELY AND VOLUNTARILY TO ASSUME ALL RISKS, including the risk of personal injury, death or property damage associated with my participation in the Activity and associated use of the Sugarloaf ski area.

RELEASE, INDEMNITY AND HOLD HARMLESS AGREEMENT

I agree for myself, my heirs and for anyone on my behalf, to the fullest extent allowed by law, to **RELEASE, INDEMNIFY AND HOLD HARMLESS** Sugarloaf Mountain Corporation and Boyne USA, Inc. (hereinafter collectively referred to as "Sugarloaf"), including their respective owners, directors, officers, real and personal property owners, shareholders, employees, volunteers, agents, representatives, affiliates, successors and assigns (hereinafter collectively referred to as "Releasees") from any and all responsibility or legal liability for any property damage, personal injury, damage or death which may result directly or indirectly from participation in the Activity, whether or not such injury or damage was foreseeable, or any other cause or claim arising from participation in the Activity under any legal theory, including **ANY CLAIMS BASED ON ALLEGED NEGLIGENCE OF RELEASEES**.

PROMISE NOT TO SUE

I PROMISE TO NOT SUE, and agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** Releasees for any claim of injury, damage or death which may result from my participating in the Activity, including any claims based on alleged **NEGLIGENCE** of Releasees. Should any claim or action be asserted in contravention to this agreement, I or my successor shall be liable for all expenses, **INCLUDING LEGAL FEES** incurred by Releasees, and that if a claim or action is brought, it shall be submitted to the jurisdiction of the state and federal courts in the State of Maine, and no other jurisdiction, and shall be governed by the internal laws of the State of Maine.

PHOTOGRAPHY & VIDEO RELEASE

In consideration of my participation in the Activity, I hereby authorize and give full consent to Releasees to copyright or publish all photographs and video in which I appear while enrolled as a participant in the Activity. I further agree that this/these photograph(s) and/or video(s) may be used for any and all exhibitions, public displays, publications, commercials, art and advertising purposes, without limitation or reservations.

READ CAREFULLY

I have carefully read and understand this agreement is a **COMPREHENSIVE RELEASE OF ALL LIABILITY** which is binding upon me, my heirs, agents and assigns, that is not intended to assert any claims or defenses that are prohibited by law, and that if any part of this agreement is held to be invalid or unenforceable, the remainder shall be given the full force and effect.

This agreement is in addition to, and not in lieu of, any liability waiver or release granted pursuant to a lift ticket, season pass and/or equipment rental agreement.

PARENT/GUARDIAN AUTHORIZATION

As a parent/guardian with legal responsibility for the minor participating in the Activity, on behalf of whom this agreement is entered, I verify that I have the authority to enter this agreement on behalf of the minor participant. I have read, understood and agree that the minor or anyone on behalf of the minor participant, including me, is bound by the terms of this agreement. Furthermore, if a claim or action is brought in contravention of this agreement, including any claim alleging **NEGLIGENCE**, I agree to **INDEMNIFY, HOLD HARMLESS AND DEFEND** Releasees for any and all expenses incurred, **INCLUDING LEGAL FEES**, and any **DAMAGES** for which they may be adjudged legally liable to pay.

I have read the entire release, understand it, and am signing this agreement freely. And further, I hereby give my permission for emergency medical treatment in the event that I am unable to consent and the emergency contact below cannot be reached.

COMPETITOR PRINTED NAME: _____

COMPETITOR SIGNATURE: _____ DATE _____

ADDRESS: _____ CITY: _____

STATE: _____ ZIP CODE: _____ HOME PHONE: _____

DATE OF BIRTH: _____ UNDER 18? Y / N (CIRCLE ONE) GENDER: M F (CIRCLE ONE)

Emergency Contact Person: _____ Relationship: _____

Phone Number: _____

****IF UNDER 18 YEARS OLD BELOW MUST BE COMPLETED PRIOR TO PARTICIPATING****

PRINTED NAME OF PARENT/GUARDIAN: _____

SIGNATURE OF PARENT/GUARDIAN: _____ DATE: _____