

**SEASON PASS \* MARQUETTE MOUNTAIN SKI AREA  
RELEASE OF LIABILITY, INDEMNITY AND MEDICAL AUTHORIZATION AGREEMENT**

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

I, \_\_\_\_\_ Individually (and/or as Parent or Guardian of \_\_\_\_\_, a Minor) (hereinafter individually and collectively "I", "my", "me"), am at least 18 years old and aware that skiing, snowboarding, racing and/or special events and all related activities are HAZARDOUS and involve many RISKS and DANGERS including, but not limited to: boarding, riding and disembarking ski lifts; falls from lifts or from evacuation equipment, encounters with on-going snow making and grooming; changing weather conditions; contact with exposed rock, earth, ice and other natural objects including but not limited to trees, tree stumps, and forest dead fall; snow or ice on or beneath the skiing surface; changes or variations in the skiing terrain which may create blind spots or areas of reduced visibility; changes or variations in the skiing surface or subsurface, including changes due to man-made or artificial snow, variable and difficult snow conditions; slick walking surfaces, the presence of streams, creeks and exposed holes in the snow pack; snowcat roads, road-banks or cut-banks; impact or collision with lift towers, fences, ropes, buildings, posts, boundary markers, snow making equipment, snow grooming equipment, snowmobiles or other vehicles, equipment or structures; impact or collision with other individuals; negligence of other individuals; and, negligence on the part of Marquette Mountain, its employees, owners, officers, representatives, directors, shareholders, agents, volunteers, and vendors. I am aware that RISKS, DANGERS and HAZARDS that may involve physical injury or death, including those referenced above, exist throughout Marquette Mountain and that many are unmarked.

I agree to conduct myself within the limits of my individual ability while at Marquette Mountain and agree not to act, ski or snowboard in a manner that might contribute to injuries. I understand that I am the sole judge of my ability to negotiate a track, run, trail or slope. I understand that I am solely responsible for reading and understanding all signage and instructions on the premises and for complying with them. In consideration of Marquette Mountain accepting me as a season pass holder and permitting me to use Marquette Mountain's ski lifts, terrain parks, ski runs, parking and all other facilities, and to participate in skiing, snowboarding, races, special events, and all related activities, I HEREBY EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS AND DANGERS ASSOCIATED WITH MY AND/OR THE MINOR'S PARTICIPATION IN SKIING, SNOWBOARDING, RACING AND/OR ALL OTHER ACTIVITIES AT MARQUETTE MOUNTAIN, INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF PERSONAL INJURIES, DEATH AND PROPERTY DAMAGE. \_\_\_\_\_ (Initial here).

**ADULT/PARENT/GUARDIAN:** In further consideration, I hereby Release, Hold Harmless, Indemnify and Defend Peter E. O'Dovero Inc. d/b/a Marquette Mountain and its employees, owners, officers, representatives, directors, shareholders, agents, affiliates, volunteers and vendors (collectively "Marquette Mountain") from any and all claims, actions, losses, suits, damages, and allegations, including claims or actions brought by the minor (if applicable), and claims related to or arising from incidents that occurred prior to, on and/or following the date of this release, including, but not limited to: allegations of negligence, including the negligence of Marquette Mountain, breach of contract, breach of any statutory duty or other duty of care and breach of express or implied warranty. I further agree to **Indemnify, Hold Harmless and Defend** Marquette Mountain from any damage, costs or expenses, including actual attorney fees and costs, without limitation, which Marquette Mountain may sustain in relation to or arising out of my and/or the minor's participation in skiing, snowboarding, racing, special events and/or all other activities at Marquette Mountain. \_\_\_\_\_ (Initial here).

I consent to and authorize the taking of photographs and/or videos during my and/or the minor's visit to Marquette Mountain. I authorize use of the photos/videos in advertising, displays, web sites, electronic media, brochures, or publications without notification. I waive any and all rights to privacy in the photos/videos, the right to approve the finished photos/videos, printed or electronic matter and the right to arising from or related to the use of the photos and/or videos. \_\_\_\_\_ (Initial here).

I recognize that situations may arise where emergency or emergent medical or dental care may be necessary for me and/or the minor. I authorize Marquette Mountain to render first aid and to call for medical and/or dental care if, in their opinion, such medical or dental care is needed. I agree to pay for all expenses and costs associated with such care and related transportation.

I understand this **Release of Liability, Indemnity and Medical Authorization Agreement** ("Agreement") shall be binding upon my assignees, subrogors, distributees, heirs, next of kin, executors, personal representatives and administrators and may be pled by Marquette Mountain as a complete bar and defense against any and all claims, demands, or causes of action by or on my behalf. Any provision of this Agreement which shall prove to be invalid, void or illegal in no way affects, impairs or invalidates any other provision hereof, and such other provisions shall remain in full force and effect. I acknowledge that this activity is taking place in the State of Michigan and I further agree that only the laws of the State of Michigan shall apply in the construction or application of this Agreement.

**I HAVE READ THE FOREGOING AGREEMENT, UNDERSTAND ITS CONTENTS AND THAT IT IS A CONTINUING RELEASE OF LIABILITY AND INDEMNITY AGREEMENT. I HAVE THE AUTHORITY TO ENTER INTO IT ON MY BEHALF AND/OR ON BEHALF OF THE MINOR. I VOLUNTARILY SIGN IT WITH NO RESERVATIONS AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**

\_\_\_\_\_  
Name of Season Pass Holder  
(Please Print)

\_\_\_\_\_  
Name of Parent or Guardian if Season Pass  
Holder is under 18 yrs old (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Season Pass Holder  
(if over 18 yrs old)

\_\_\_\_\_  
Signature of Parent or Guardian if Season  
Pass Holder is under 18 yrs old

\_\_\_\_\_  
Phone Number of Season Pass  
Holder or Parent/Guardian

All season pass sales are final and will not be refunded under any circumstance. We have the right to revoke season passes at any time without a refund.