



## **MONTAGE MOUNTAIN RESORTS, LP AND BEASLEY MEDIA GROUP, LLC D/B/A WMMR EVENT RELEASE AND AGREEMENT NOT TO SUE – PLEASE READ THIS AND SIGN BELOW**

### **Notice of Risk**

I understand that there are inherent and other risks in the sports of skiing, snowboarding, and other snowsliding activities including sledding, as well as with the use of lifts, and that participation in this Event could result in catastrophic injury or death. 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 or below the surface), bare spots, lift towers, utility lines, poles and guy wires, snowmaking equipment and component parts, trail fences and control nets, and the absence of such fences and nets, and other forms of natural or manmade obstacles on and/or off designated trails, as well as collisions with on snow vehicles such as snowmobiles and groomers, sleds, equipment, buildings, obstacles or other participants. Trail fences may be located at various places on some but not all of our trails; such fences are not designed to protect you from injury if you run into them or go through, over or under them. Trail conditions vary constantly because of weather changes and use. I understand that all of the inherent and other risks of snow-sports present the risk of injury, that snow-sports are DANGEROUS, and that injuries can be serious and even fatal. I HEREBY ACKNOWLEDGE, ACCEPT, AND ASSUME FOR MYSELF THESE RISKS AND ALL OTHER RISKS THAT CAN AND DO EXIST WHILE PARTICIPATING IN SNOW-SPORTS AND WHILE ENGAGED IN ANY SUCH ACTIVITY OR EVENT AT MONTAGE MOUNTAIN.

### **Release of Liability**

IN CONSIDERATION OF BEING ALLOWED TO USE MONTAGE MOUNTAIN RESORTS FACILITIES AND PARTICIPATE IN THE PRESTON & STEVE CARDBOARD CLASSIC SLEDDING EVENT WITH WMMR, A RADIO STATION OWNED AND OPERATED BY BEASLEY MEDIA GROUP, LLC (THE "EVENT"), I AGREE THAT I WILL NOT SUE MONTAGE MOUNTAIN RESORTS, AS WELL AS ANY OF THE OWNERS AND OPERATORS, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (COLLECTIVELY, "MONTAGE MOUNTAIN"), WMMR-FM, BEASLEY MEDIA GROUP, LLC ANY OF THE PARENTS, SUBSIDIARIES, OWNERS AND OPERATORS, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (COLLECTIVELY "WMMR") (HEREINAFTER REFERRED TO COLLECTIVELY WITH MONTAGE MOUNTAIN AS "RELEASED PARTIES") AND WILL RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY IF I AM OR EVER WAS INJURED OR ANY MEMBER OF MY FAMILY IS OR EVER WAS INJURED DURING THE EVENT OR WHILE USING ANY OF MONTAGE MOUNTAIN'S FACILITIES OR WHILE PRESENT ON MONTAGE MOUNTAIN'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF ANY OF THE RELEASED PARTIES. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, INCLUDING ANY OTHER IMPROPER CONDUCT FOR WHICH A RELEASE IS NOT CONTRARY TO PUBLIC POLICY, ON THE PART OF ANY OF THE RELEASED PARTIES. AS USED IN THIS RELEASE AND AGREEMENT NOT TO SUE, THE TERMS "INJURED" AND "INJURY" REFER TO ANY TYPE OF INJURY OR DAMAGE, INCLUDING WITHOUT LIMITATION ACCIDENT, PROPERTY DAMAGE, AND DEATH. I FURTHER ACKNOWLEDGE THAT THIS AGREEMENT EXTENDS TO MY PRESENCE AT MONTAGE MOUNTAIN PURSUANT TO ALL COMPLIMENTARY, PURCHASED, TRADES, EMPLOYEE DISCOUNTED AND VOLUNTEER DISCOUNTED TICKETS OR PASSES I HAVE OR MAY OBTAIN.

I UNDERSTAND THAT PARTICIPATION IN THE EVENT IS ENTIRELY VOLUNTARY AND AT MY OWN RISK. I REPRESENT THAT I AM IN GOOD HEALTH AND DO NOT HAVE ANY PRE-EXISTING CONDITION OR INJURY THAT COULD PREVENT ME FROM SAFELY PARTICIPATING IN THE EVENT. I AGREE TO COMPLY WITH ALL APPLICABLE RULES OF THE EVENT AND TO PARTICIPATE FAIRLY AND WITH GOOD SPORTSMANSHIP. I AGREE NOT TO RIDE ON ANY UPPER LEVEL OF ANY SLED AND UNDERSTAND THAT SLED PASSENGERS ARE ONLY PERMITTED TO RIDE ON THE GROUND LEVEL OF ANY SLED AT THIS EVENT, AND ALL SLEDS MUST SLIDE DOWN THE HILL. NO SLEDS WILL BE PERMITTED TO ROLL. RIDERS MUST BE ON OR WITHIN THE MAIN STRUCTURE OF THE SLED.

I understand and agree that this release and indemnification includes, without limitation, any claims relating to injuries or conditions, whether or not pre-existing, that may be caused or aggravated by my participation in the Event or use of the Sled, as well as any claims arising from injuries or conditions sustained or aggravated by my refusal to accept medical treatment for any reason. I hereby authorize the Released Parties to act on my behalf in consenting to emergency medical examination and treatment. In case of an emergency, I hereby authorize treatment and care of myself at or by any hospital or emergency medical unit.

I will not file or cause or consent to be filed against any Released Parties any suit, charge or action at law or in equity, in any venue, alleging any claim or cause of action arising out of or in connection with the Event. If I, or any person acting on my behalf, initiates any action, proceeding or suit which challenges the legality, validity or enforceability of this Release or asserts any claim that I have released, I will reimburse the Released Parties for all damages and reasonable costs and expenses (including, without limitation, attorneys' fees) incurred in connection with any such action, proceeding or suit.

Notwithstanding the foregoing, if I sue any of the Released Parties, I agree that I will only sue them, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Lackawanna 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 any of the Released Parties and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

MONTAGE MOUNTAIN RESORTS, LP., and WMMR have not made any warranty, implied or explicit, including without limitation any warranty of merchantability or fitness for a particular purpose, regarding the Montage Mountain Resorts' Facilities ("Facilities") or use of the Facilities.

MONTAGE MOUNTAIN RESORTS, LP., and WMMR may use my name, voice, likeness and photograph, without further compensation, in connection with its promotional activities. I agree that Station may take photographs and make video recordings of my use of the Prize, and I authorize Station to use those photos and video recordings, and my name, voice, and likeness, without compensation, in any medium (including, without limitation, on Station's website) in connection with its promotional activities.

I have read and understood the foregoing **AGREEMENT NOT TO SUE** and **ACKNOWLEDGEMENT OF RISKS** and am voluntarily signing below, intending to be legally bound hereby. I have made no misrepresentations of my age. Persons must be 18 years old to participate.

I hereby waive, release, and discharge any and all claims, demands, actions, rights, and causes of action for any and all Injuries/Damages, known or unknown, related to, arising from, or traceable either directly or indirectly to my participation in the Event.

Executed the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, Intending to be legally bound hereby.

\_\_\_\_\_  
Signature of Patron

**Required Information for Patron:**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_ Age: \_\_\_\_\_

Address: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_ Home Phone Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Cardboard Sledding Event 03-06-26