



Assumption of Risk, Waiver of Liability and Indemnification Agreement

Snowstar Extreme Sports provides recreational opportunities that include, but are not limited to, skiing, snowboarding, snow tubing, ziplining, disc golf, paintball and other sporting, entertainment and related activities (collectively referred to as "Activities"). For and in consideration of being allowed to participate in, watch and/or otherwise attend Activities at Snowstar, I, for myself, and on behalf of my spouse, children, heirs and next of kin, and any and all legal and personal representatives, executors, administrators, successors, and assigns, hereby agree to and make the following contractual representations pursuant to this Assumption of Risk, Waiver of Liability and Indemnification Agreement (the "Agreement"):

ACKNOWLEDGEMENT AND ASSUMPTION OF THE RISK: I knowingly, willingly, and voluntarily acknowledge that the risks associated with the Activities are inherently dangerous, and that participation in any Activities involves risks and dangers including, but not limited to: the potential for serious bodily injury; sickness and disease; trauma, pain and suffering; permanent disability; paralysis; death; the loss of or damage to personal property and equipment; accidents involving other participants, Snowstar staff, volunteers or spectators; contact or collision with other participants and natural or manmade objects; adverse weather conditions; facilities issues; premises conditions; failure of equipment; inadequate safety measures; participants of varying skill levels; situations beyond the immediate control of Snowstar; and other undefined, not readily foreseeable and presently unknown risks and dangers (all collectively referred to as "Risks"). I understand that the aforementioned Risks may be caused in whole or in part, or result directly or indirectly from, my own actions or inactions, the actions or inactions of others participating in, watching or attending Activities at Snowstar or the acts or omissions of Snowstar employees, volunteers, owners or related individuals. I hereby voluntarily and knowingly assume all such Risks and the sole responsibility for any injuries, damages, liabilities, losses, or expenses that I incur as a result of my participation in, watching of or attendance at any Activities at Snowstar, as well as my use of the Snowstar's property, equipment or premises. I agree to be solely responsible for any injury, damage, loss or expense I may sustain as a result of participating in, watching or attending any such Activities and/or the use of any of Snowstar's property, equipment or premises. I also agree to be solely responsible for any injury or damage I may cause others as a result of participating in, watching or attending any such Activities and/or my use of any of Snowstar's property, equipment or premises.

RELEASE AND WAIVER OF LIABILITY AND AGREEMENT TO INDEMNIFY: I, INDIVIDUALLY, AND ON BEHALF OF MY HEIRS, SUCCESSORS, ASSIGNS AND PERSONAL REPRESENTATIVES HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Snowstar and its owners, officers, employees, volunteers, anyone acting on its behalf and any and all other individuals, including other individuals participating in, watching or attending Activities at Snowstar (collectively "Releasees"), for any and all liability, including any and all claims, demands, causes of action (known or unknown), suits, and damages or judgments of any and every kind arising from any injury, damage, loss or death that I may suffer related in any way to my participation in, watching of or attendance at any Activities at Snowstar, as well as my use of any of Snowstar's property, equipment or premises, **REGARDLESS OF WHETHER THE INJURY, DAMAGE OR DEATH IS CAUSED BY THE ALLEGED OR ACTUAL NEGLIGENT ACTS OR OMISSIONS OF RELEASEES AND REGARDLESS OF WHETHER THE INJURY, DAMAGE, LOSS OR DEATH OCCURS WHILE AT, ON, UPON, OR IN TRANSIT TO OR FROM THE SNOWSTAR PREMISES OR ANY LOCATION ADJUNCT TO THE PREMESIS.** I further agree that the Releasees are not in any way responsible for any injury or damage that I sustain as a result of my own alleged or actual negligent or grossly negligent acts or omissions or my own intentional conduct or misconduct, and I hereby release Releasees from any liability for the same. I also agree to be solely responsible for any injury or damage I may cause others as a result of participating in, watching or attending any such Activities and/or my use of any of Snowstar's property, equipment or premises and, if I cause any such injury, loss or damage, I agree to indemnify, defend and hold harmless Releasees with respect to any liability, claims, demands, causes of action, damages, loss or expense (including court costs, attorneys' fees and defense costs) of any kind or nature that may arise out of, result from, or relate in any way to my alleged or

actual acts or omissions.

PROMOTIONAL RIGHTS: As a condition of my participation in, watching of or attendance at Activities at Snowstar, I hereby grant Snowstar the right to use, for promotional purposes only, any photographs, video recordings and/or audio recordings of me taken by Snowstar, its employees, agents or others, during my participation in, watching of or attendance at Activities at Snowstar. I further understand and agree that Snowstar may use (for marketing purposes) any statements or quotes attributed to me in my evaluation of Snowstar.

CHOICE OF LAW/VENUE: I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Illinois. If there is any suit, claim, action or proceeding arising out of or relating to this Agreement, I expressly agree that the sole and exclusive jurisdiction and venue shall be properly fixed in the State or Federal Courts of Rock Island County, Illinois.

SEVERABILITY: If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby.

ADD THIS TO RELEASES WHERE PARENT SIGNS FOR MINOR:

RELEASE OF LIABILITY OF MY CLAIMS FOR MINOR AND

INDEMNIFICATION AGREEMENT: I certify that I have custody of the minor on behalf of whom I am entering into this Agreement or am the legal guardian of such minor by court order. **I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO ITS TERMS. I AM AWARE THAT THIS AGREEMENT INCLUDES A RELEASE AND WAIVER OF LIABILITY AS WELLAS AN ASSUMPTION OF RISK. I AGREE THAT THE RELEASE AND WAIVER OF LIABILITY SET FORTH ABOVE APPLIES TO ANY AND ALL CLAIMS I MAY HAVE OR CLAIM TO HAVE RELATED IN ANY WAY TO ANY INJURY, LOSS OR DAMAGE TO SAID MINOR.** I further agree that if the minor, either during his or her age of minority or upon or after reaching the age of majority, or anyone else on his or her behalf, brings any claim, demand, lawsuit or cause of action against Releasees that I will indemnify, defend and hold harmless Releasees with respect to any liability, claims, demands, causes of action, damages, loss or expense (including court costs, attorneys' fees and defense costs).

Date:

Print Name:

Signature:
