

CROSSCUT

Mountain Sports Center

Waiver Agreement

Crosscut Mountain Sports Center, Inc. ("CROSSCUT MOUNTAIN SPORTS CENTER") IS A 501©(3) non-profit corporation operating facilities on land in the Bridger Mountains for various sports, events, and public activities including, primarily Nordic skiing, but also including biathlon, mountain biking, outdoor education, trail running and hiking. In consideration of being allowed to participate in the activities offered by CROSSCUT MOUNTAIN SPORTS CENTER, of which I voluntarily request the right participant, I hereby state the acknowledge as follows:

1. I voluntarily request the right to participate in activities offered and understand and appreciate the risk of activities in which I desire to participate and acknowledge the "inherent dangers and risks of skiing" means those danger or condition that are part of the sport of skiing, including: (a) changing weather conditions; (b) snow conditions as they exist or as they may change; (c) avalanches; (d) collisions with natural surface or subsurface conditions, such as bare spots, forest growth, rocks, stumps, streambeds, cliffs, trees, and other natural objects; (e) collisions with signs, posts, fences, enclosures, hydrants, water pipes, or other artificial structures and their components; (f) variations in terrain, whether natural or the result of trail design, snowmaking, or snow grooming operations, including but not limited to roads and other terrain modifications; (g) collisions with clearly visible or plainly marked equipment, including but not limited to lift equipment, snowmaking equipment, snow grooming equipment, trail maintenance equipment, and snowmobiles, whether or not the equipment is moving; (h) collisions with other skiers; (i) the failure of a skier to ski within that skier's ability; (j) skiing in a closed area or skiing outside the ski area boundary as designated on the ski area trail map; (k) restricted visibility caused by snow, wind, fog, sun, or darkness and (l) personal and/or property injury as well as death.
2. Even with such understanding and appreciation of the risk, I still desire to participate and/or have my minor children participate, and I do hereby fully and irrevocably release and forever discharge CROSSCUT MOUNTAIN SPORTS CENTER, their officers, directors, employees, agents, members, and all owners and lessees of the property from any and all legal claims, demands, actions, losses, and/or legal liability of any kind of nature or description resulting from such activities sustained by me or my minor children, and future covenant to hold all said parties harmless.
3. I do hereby personally assume all risks which may be associated with such activity. I understand and acknowledge that this is a legal and binding contract and by agreeing to this waiver hereto acknowledge that I have read and fully understand the waivers and releases contained herein. **By signing this document/agreeing to these terms, you may be waiving your legal right to a jury trial to hold the provider (CROSSCUT MOINTAIN SPORTS CENTER) legally responsible for any injuries or damages resulting from risks inherent in the sport of recreational opportunity**

or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

4. Forum Selection Clause: I further agree that any claim or suit that I may bring for any reason against CROSSCTU MOUNTAIN SPORTS CENTER, their owners affiliates, employees and agents shall be submitted to Eighteenth judicial district court, Gallatin county, Montana or a Federal Court in the state of Montana and no other jurisdiction, and shall be governed be the laws of the State of Montana.
5. Severability Clause: I agree that if any portion of the agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect.

I hereby agree to the aforementioned Waiver agreement and to be bound by its terms.

Dated this _____ day of _____, 20 _____

I grant Crosscut Mountain Sports Center permission to use photographs taken during participant in ski activities at the Sports Center for use in marketing and advertising in brochures and on the Crosscut web page.

Participant or Volunteer Signature

Printed Name

Participant or Volunteer Signature