Sugar Mountain Resort, Inc.
Ice Skating

USE AGREEMENT, ASSUMPTION OF THE RISK, AND RELEASE OF LIABILITY

I understand and am aware that ice skating is a HAZARDOUS ACTIVITY. I understand that ice skating involves certain risks of injury to my body, including but not limited to: falling, changing weather conditions, existing and changing ice conditions, collisions with natural and man-made objects and with others, collisions with the ice, equipment failure, equipment malfunction, my own improper use of equipment, tripping, loss of balance, marked and unmarked obstacles, slick or uneven walking surfaces, surfaces covered with ice, strenuous activity, hypothermia, worn and/or damaged equipment, other participants falling, my own physical condition, my choice of route, my choice of tricks, wet equipment, wet surfaces, and slick surfaces. I hereby freely and expressly assume and accept responsibility for any and all risks of injury or death while participating in this activity.

I agree to hold harmless and indemnify SUGAR MOUNTAIN RESORT, INC. and its owners, agents and employees, as well as the equipment manufacturers and distributors, for any and all loss or damage I may cause to person or property while engaged in ice skating activities. This includes, but is not limited to, any and all claims for personal injury, death and/or property damage that may in any way arise out of my use of the skating rink, skates or any other equipment, regardless of whether such loss or damage be caused to myself or to others.

I hereby release SUGAR MOUNTAIN RESORT, INC. and its owners, agents and employees, as well as the equipment manufacturers and distributors, from any and all liability for damage and personal injury to me or my property which may occur while I am participating in this ice skating activity, including any claims related to their negligence, that is, their failure to use reasonable care in any way in the design or operation of this ice skating facility or in the selection, maintenance and adjustment and of any rental ice skates.

This agreement is governed by the applicable law of North Carolina. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

I agree that there have been no warranties, expressed or implied, which have been made to me which extend beyond the description of the equipment listed on this form. I, the undersigned, acknowledge that I have carefully read this assumption of risk and release of liability and I understand its contents. I understand that my signature below expressly waives any rights I may have to sue SUGAR MOUNTAIN RESORT, INC. for injuries and damages related to this ice skating activity.

I hereby agree that the exclusive jurisdiction for any claims I may bring against SUGAR MOUNTAIN RESORT, INC., its agents or employees related to this activity is in the Superior Court of Avery County, North Carolina.

In the case of a minor Participant, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity.

SKATER NAME AND DATE (PRINTED)

SIGNATURE OF SKATER OR PARENT/ GUARDIAN IF TUBER IS UNDER 18