

**TO BE SIGNED BY THE PARENT OR LEGAL GUARDIAN OF, OR RESPONSIBLE ADULT FOR, ALL MINOR/STUDENT PARTICIPANTS**

Welcome to Liberty Mountain Snowflex® Centre (herein the "Snowflex® Centre"). Before the child in regards to whom you sign this form (herein "the participating child") may enter or participate in any activities within the Snowflex® Centre, you must read and promise to be bound by the following terms of this agreement. This agreement is legally binding upon you and contains important waivers of certain rights you or the participating child may have. Accordingly, you should thoroughly read each of the provisions of this agreement and understand the entire agreement before you sign your name below.

**1. Notification of Risks** - Entry into the Snowflex® Centre, which includes the ski slope and all surrounding areas and structures, and participation in activities within the Snowflex® Centre will expose the participating child to risks of injury or even death. The activities offered and occurring within the Snowflex® Centre are inherently dangerous in their nature and may be ultra-hazardous to the participating child's health. The recreational activities provided within the Snowflex® Centre including without limitation, skiing, snowboarding, tubing, racing, instruction, and all other activities that may occur within the Snowflex® Centre are HAZARDOUS and expose the participating child to risks that may result in his or her injury or death. These risks include, but are not limited to, variations in terrain, physical exertion, variable weather conditions, the design of the ski park and related structures, the design and installation of and variable conditions in the artificial snow medium, difficulty walking in ski or snowboarding boots, classification of trails, loss of control, collisions with: (i) other participants or spectators, (whether moving or stationary) (ii) trees, (iii) rocks, (iv) buildings, (v) equipment, (vi) terrain features (whether natural or manmade), (vii) light poles, and (viii) ski lifts and related apparatuses. The participating child may also suffer injury in the event he or she leaves the area covered by the artificial snow medium and travels or falls onto the surrounding gravel. The participating child is not protected from all features or objects within the Snowflex® Centre (whether natural or manmade) that could injure him or her as a result of his or her collision with these features or objects. Certain structures or features within the Snowflex® Centre failures in his or her ski, snowboarding equipment or other equipment, or failures of equipment belonging to or used by other participants in the Snowflex® Centre. All of the foregoing risks can result in the participating child's serious physical injury or death. Injuries are a common and ordinary occurrence to those who participate in the types of activities provided within the Snowflex® Centre. You acknowledge all of the foregoing risks. If you find any condition of the Snowflex® Centre is unacceptable to you, you agree to immediately notify a Snowflex® Centre employee and have the participating child leave the Snowflex® Centre.

**2. Assumption of Risks** - In spite of the risks involved in entering the Snowflex® Centre and in participating in the activities provided or occurring within the Snowflex® Centre and in consideration of being allowed to participate in those activities, YOU, ON BEHALF OF YOURSELF AND THE PARTICIPATING CHILD, FREELY AND VOLUNTARILY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISK OF INJURY OR DEATH that may result from the participating child entering the Snowflex® Centre and from the participating child participating in any activities provided or occurring within the Snowflex® Centre.

**3. Release and Waiver of Claims** - Given the risks associated with the participating child's participation in the activities provided or occurring within the Snowflex® Centre and your assumption of those risks, you, on behalf of yourself and the participating child, hereby agree to release, to waive your and the participating child's rights to recover against, and to indemnify, defend and hold harmless Briton Engineering Developments, Ltd. (referred to herein as "Briton"), Liberty University, Inc. (referred to herein as "Liberty University"), and all of its operators, and parent, subsidiary and related entities, and its and their respective officers, directors, employees, agents, servants and insurers, from and for any and all damages, losses, claims, causes of action, suits, demands, costs, complaints, including those resulting from the participating child's illness, injury, and/or death, (f) arising as a result of, or relating to the participating child's participation in the activities provided or occurring within the Snowflex® Centre, (ii) occurring during any time the participating child is on the property of Liberty University, and/or (iii) occurring while the participating child is being transported for medical care or receiving medical care in accordance with section numbered 6 below. Your obligations under this paragraph shall not be limited or reduced in any way because any of the damages, losses, claims, causes of action, suits, demands, costs, complaints, including those resulting from the participating child's illness, injury, and/or death, arise or result, in whole or in part, from the negligence of, or breach of any express or implied warranty or duty by, Briton, Liberty University, or any of their respective operators, or parent, subsidiary and related entities, or its or their respective officers, directors, employees, agents, servants and insurers, if the foregoing release and waiver provisions are found invalid, your obligations to indemnify, defend and hold harmless Briton, and/or Liberty University, or any of their respective operators, or parent, subsidiary and related entities, or its or their indemnity, defend and hold harmless Briton, and/or Liberty University contained in this paragraph shall survive.

**4. Covenant Not To Sue** - You promise and agree that neither you nor the participating child will sue Briton, Liberty University, or any of their respective operators, claims, causes of action, suits, demands, costs, complaints, including those resulting from the participating child's illness, injury, and/or death, or its or their respective officers, directors, employees, agents, servants and insurers for any damages, losses, or waived by you in the preceding paragraph. You further agree that this agreement may be plead as a full and complete defense to any suit brought in violation of this promise.

**5. Indemnification** - Given your acknowledgment of the risk associated with the participating child's entry into the Snowflex® Centre and/or his or her participation in the activities provided or occurring within the Snowflex® Centre you hereby agree to indemnify, defend, and hold harmless Briton, Liberty University, and all of their respective operators, and parent, subsidiary and related entities, and its and their respective officers, directors, employees, agents, servants and insurers, from and for any and all damages, losses, claims, causes of action, suits, demands, costs (including attorney's and opinion witness fees), and complaints, arising as a result of or relating to, any of the participating child's actions or omissions, or which he or she may otherwise cause, in whole or in part.

**6. Medical Treatment** - You authorize Liberty University and/or its personnel to seek medical attention or care on the participating child's behalf or to transport or cause the participating child to be transported to a medical facility or hospital. However, you agree that Liberty University has no obligation to seek or provide such medical care to the participating child. In the event Liberty University seeks transportation and/or medical care on the participating child's behalf, you agree to pay all charges related to such transportation and/or medical care. You further agree to indemnify and hold harmless Liberty University from all such charges.

**7. Personal Equipment** - In the event the participating child brings any equipment or personal property into the Snowflex® Centre, you agree to assume all risks associated with his or her use of such equipment or property. You agree Liberty University is not responsible for any loss or theft of, or damage to any equipment or personal property the participating child brings into the Snowflex® Centre.

**8. Safety Helmet / Attire** - Snowflex® Centre personnel will provide the participating child with a safety helmet. A helmet may or may not protect the participating child from injury or death. However, if the participating child refuses to wear a helmet, you agree he or she does so at his or her own risk. Due to the risk of suffering abrasion from the participating child's bare skin contacting the artificial snow medium in the event of a fall, it is highly recommended that the participating child wear attire that covers his or her exposed skin, including a long sleeve shirt and pants. If the participating child does not do so, you agree neither Briton nor Liberty University is liable for any injuries the participating child suffers as a result.

**9. Severability / Modification** - In the event any section or sections of this agreement is(are) found to be unenforceable, you agree the remaining sections shall remain enforceable and fully binding upon you. This agreement may only be modified in a writing signed by an officer of Liberty University. Any alleged verbal modification of your obligations resulting from this agreement is void. The use of the term "and/or" herein shall be construed to impose the greater obligation upon you.

**10. Binding on Successors** - Each of your promises and agreements contained herein is binding on your assignees, subrogors, distributees, family members, heirs, next-of-kin, executors, personal representatives, administrators and successors of every kind.

**11. Forum for Disputes** - You agree that any and all disputes between you or the participating child, and Briton and/or Liberty University or its operators, and parent, subsidiary and related entities, and its and their respective officers, directors, employees, agents, servants and insurers arising from the participating child's entry into the Snowflex® Centre or the participating child's participation in activities within the Snowflex® Centre including the participating child's injury or death, or any dispute regarding this agreement will be governed by the Laws of the Commonwealth of Virginia, notwithstanding its choice of laws provisions. You further consent to the exclusive jurisdiction of the Virginia State Courts. You agree that the venue for any dispute between you, and Briton and/or Liberty University will be in the state court located in Campbell County, Virginia and that you waive your right to a trial by jury.

**12. Duration of Promises** - You agree the promises and agreements you make in this agreement are binding upon you forever, which includes any time the participating child enters into the Snowflex® Centre or participates in activities within the Snowflex® Centre in the future.

**13. Participation by Minors** - No person under the age of 16 years old may enter into, or participate in activities within the Snowflex® Centre unless accompanied AT ALL TIMES by an adult who is responsible for the care of that minor.

**14. Binding on All Parent / Guardians / Responsible Adults** - Whether you are a parent, legal guardian or responsible adult of the participating child, you agree you are authorized to sign this form on behalf of all parents and/or legal guardians of the participating child. You agree to defend, indemnify and hold harmless Briton and Liberty University from any claims to the contrary.

**15. Accident Investigation** - In the event the participating child witnesses or is involved in an accident or event resulting in property damage or personal injury and cause the participating child to cooperate, in the investigation of the accident or event.

**16. Behavior at Facility** - You agree the participating child will read and abide by all posted signs at the Snowflex® Centre and comply with all instructions given to him or her by Snowflex® Centre staff. You agree the participating child will not engage in any reckless behavior, as determined by Snowflex® Centre staff, while in the Snowflex® Centre. Persons under the influence of drugs or alcohol are not permitted in the Snowflex® Centre. You agree the participating child's failure to comply with the requirements of this paragraph may result in his or her removal from the facility without refund.

**17. Facsimile Signatures** - You agree facsimile signatures on this form are as enforceable as original signatures.

BY SIGNING BELOW YOU AGREE YOU HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS ABOVE.

\_\_\_\_\_  
*(Printed name of parent, legal guardian, or responsible adult - referred to above as "you" or "you")*

\_\_\_\_\_  
*(Signed name of parent, legal guardian, or responsible party) (SEAL)*

\_\_\_\_\_  
*(Printed name of minor or student - referred to above as "The participating child" or "the participating child")*

\_\_\_\_\_  
*(Date of signature)*  
\_\_\_\_\_  
*(Date of birth of minor or student participant)*