

YOUR RESPONSIBILITY CODE

1. Always stay in control and be able to stop or avoid other people or objects.
2. People ahead or downhill of you have the right of way. It is your responsibility to avoid them.
3. You must not stop where you obstruct a trail or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
7. Prior to using any lift, you must have the ability to load and unload safely. Do not jump from the lift. In the event of a prolonged stoppage, the Ski Patrol will evacuate you.
8. Do not go down trails that are too difficult for your ability.
9. If you have a collision resulting in injury to another person, you must stay with that person until Ski Patrol arrives.

**PROGRAM LIABILITY RELEASE AGREEMENT  
PLEASE READ CAREFULLY BEFORE SIGNING.**

1. **I agree on behalf of myself and/or the minor user I am representing to accept for use, AS IS** all equipment to be provided, for the duration of this program and accept full financial responsibility for the care of the equipment while it is in the user's possession. I will be responsible for replacement at full value, for any equipment not returned by the agreed date and time.
2. I understand that breakage insurance applies to equipment breakage only, not lost, misplaced, or stolen equipment.
3. I or the minor I am representing will not use any equipment provided until instruction has been received and its use and function are fully understood.
4. I will make no misrepresentations concerning my or the minor's height, weight, age or skier/boarder type.
5. I agree that at each session I or an authorized designee will verify that the visual indicator settings recorded on the rental form agree with the numbers appearing in the visual indicator windows of the equipment listed on the form.
6. **I understand that a ski-binding-boot system cannot guarantee the user's safety.** In downhill skiing, the ski-binding-boot system will not release at all times or under all circumstances where release may prevent injury or death, nor is it possible to predict every situation in which it will release and therefore, provides no guarantee of safety. In snowboarding, skiboarding, snowshoeing and other sports utilizing equipment with non-releasable bindings, the binding system will not ordinarily release during use; these bindings are not designed to release as a result of forces generated during normal operation.
7. **I fully understand and agree that the sports of skiing, snowboarding, skiboarding, snowshoeing, cross-country skiing and other sports (collectively "Recreational Snow Sports"), which may include the use of lifts are dangerous sports with inherent and other risks that could lead to permanent catastrophic injury or death, and that injuries are a common and ordinary occurrence of the sport, therefore, I freely and voluntarily assume for myself and/or the minor I am representing all of the risks involved.**
8. **I AGREE NOT TO SUE AND TO RELEASE, Ski Liberty Operating Corp., Ski Roundtop Operating Corp. and Whitetail Mountain Operating Corp., their owners, agents and employees, as well as the equipment manufacturers and distributors and their successors in interest (collectively "PROVIDERS"), from all liability for injury, death, property loss or damage, that in any way results from the use of facilities or participation in recreational snow sports or is in any way related to the use of the equipment issued to the user, including liability that results from the NEGLIGENCE OF PROVIDERS or any other person or cause.**
9. **I agree to hold harmless, indemnify and defend the collective PROVIDERS from any and all liability for damage, injury or death in any way related to my or the minor's use of facilities or use of the equipment provided, REGARDLESS OF ANY NEGLIGENCE on the part of the same.**
10. I understand that a helmet designed for recreational snow sports use may help reduce the risk of some types of injuries. I recognize that serious injury or death can result from both low-energy and high-energy impacts, even when a helmet is worn.
11. I agree to release the collective PROVIDERS, from any and all liability, for damage and injury to myself, the minor child or any person or property that occurs while I am taking a Ski School lesson, regardless of any negligence on the part of the same.
12. I agree that the use of Freestyle Terrain Parks including, but not limited to Terrain Features, Rails, Boxes and Half Pipes contain an inherent risk of serious injury or death. I further understand and agree that when entering or allowing my minor child to enter said parks I am assuming the risks involved and agree to release, hold harmless, indemnify and defend the Ski Area, regardless of any negligence on the part of the same.
13. I and/or the minor child I represent have read and understand Your Responsibility Code located on this form.
14. I agree on behalf of myself or the minor child I am representing to report all injuries to the Ski Patrol before leaving the area.
15. All participants are responsible for their own equipment and personal belongings. The Ski Area is not responsible for any lost or stolen items.
16. I agree that all disputes arising under this contract, either for the use of rental equipment as described on the rental form, or for the use of the facilities, shall be litigated exclusively in the Court of Common Pleas of the County where the incident took place or in the United States District Court for the Middle District of Pennsylvania.
17. This agreement is governed by the applicable laws of this state. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect.

**CODE OF CONDUCT**

Liberty Mountain Resort, Ski Roundtop, and Whitetail Mountain Resort are committed to providing pleasant, family-oriented environments that can be enjoyed by all of our guests. We ask that you help us achieve our goal by honoring our resorts' guidelines as listed below. Violation of our guidelines can and will result in the loss of privileges without warning or refund.

Please...

- Be courteous and polite to other guests and employees at all times
- Ski/board in a safe, responsible manner
- Don't ski/board fast or in a reckless manner
- Observe all posted signs
- Do not use foul or offensive language, comments, or gestures
- Do not throw snowballs or other items at any time or place, including from lifts or in lift lines
- Understand and abide by "Your Responsibility Code" at all times

For the benefit of everyone, all resort employees are here to help you. We appreciate your assistance in keeping Liberty Mountain Resort, Ski Roundtop, and Whitetail Resort enjoyable for everyone.

All purchases are final and nontransferable. No refunds, credits or substitutions of any kind will be issued if you fail to use or take possession of your Night Club Card for any reason, unless you have purchased a protection policy and qualify for reimbursement thereunder.

**I, THE UNDERSIGNED, HAVE READ, UNDERSTAND AND AGREE TO THE PROGRAM LIABILITY RELEASE AGREEMENT AND RESPONSIBILITY CODE ON THE REVERSE OF THIS PAGE. I UNDERSTAND THAT I AM SIGNING ON BEHALF OF MYSELF, THE MINOR CHILD I AM REPRESENTING, AND OTHER PARENT/GUARDIAN, AGREEING TO BE LEGALLY BOUND HERETO. I FURTHER AGREE THAT SHOULD I RENEW MY CARD ELECTRONICALLY OR OTHERWISE THAT MY SIGNATURE WILL CONTINUE TO BE BINDING.**

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Participant Name: \_\_\_\_\_ Club Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Participant

If under 18, signature of parent or guardian required.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Parent/Guardian (Signature of one parent/guardian binds both parents/guardians)