

Crystella 2021 User Contract

IMPORTANT: PLEASE READ CAREFULLY BEFORE SIGNING. THIS CONTRACT INCLUDES A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

Crystella Recreational Association, Inc., a Michigan nonprofit corporation manages and operates the ski/recreation area in Crystal Falls, Michigan known as Crystella Ski Hill ("Crystella"). Issuance of each Season Pass requested in the Season Pass Application ("Application") or of a day use Pass is conditioned upon receipt of this User Contract signed by (a) each adult User specified in the Application (or below in the case of a day pass) and (b) the authorized parent or guardian of each minor (under 18) User specified in the Application (or below in the case of a day pass).

- 1. Identification of Risks.** I, the undersigned, individually, as the parent or guardian of each minor User as may be specified in the Application or below, and on behalf of each such minor User, hereby state that I am aware that skiing and snowboarding involves many RISKS, DANGERS, and HAZARDS, including but not limited to: boarding, riding and disembarking, ski lifts/tows; changing weather conditions; exposed rock, earth, ice and other natural objects including but not limited to trees, tree stumps, and forest dead fall; the condition of snow or ice on or beneath the skiing surface; changes or variations in the skiing surface or subsurface, including changes due to variable and difficult snow conditions; slick walking surfaces including, but not limited to sidewalks, trails, and parking lots, streams, creeks and exposed holes in the snowpack above streams and creeks; impact or collision with lift/tow towers, manmade features, trees, pipes, rails, jumps, fences, snow grooming equipment, snowmobiles and other vehicles, equipment or structures; impact or collision with other skiers; the failure to ski safely or within one's own ability or within designated areas; negligence of other skiers and; negligence on the part of Crystella Recreational Association, Inc., its employees, volunteers, officers, directors, representatives, agents, and vendors (collectively "CRA"). I am also aware that the RISKS, DANGERS, and HAZARDS referred to above exist throughout the ski area and that many risks, dangers and hazards are unmarked.
- 2. Responsibility for Safety; Compliance with Michigan Ski Area Safety Act.** I agree to be responsible for my own safety, conduct myself within the limits of my ability and not act in a manner that might contribute to injuries. I have read and understood the National Ski Area Association Responsibility Code available at nsaa.org and Michigan Ski Area Safety Act available at <http://legislature.mi.gov/doc.aspx?mcl-Act-199-of-1962>, and I will comply with the rules and responsibilities therein and with all rules at Crystella, including reading, understanding, and complying with all signage and instructions on the premises. I further agree that I will be responsible for each minor User's safety and that the minor User will conduct him/herself within the limits of his/her ability and not act in a manner that might contribute to injuries, will comply with the Michigan Ski Area Safety Act and comply with all rules at Crystella, including reading, understanding, and complying with all signage and instructions on the premises.
- 3. Assumption of Risk.** In consideration of CRA's issuance of a Season Pass or day use pass and my and/or each minor User's being permitted to use Crystella lifts/tows, slopes, trails, terrain parks, equipment, indoor dining/warming areas, parking and/or the other facilities, INDIVIDUALLY AND AS PARENT/GUARDIAN OF EACH MINOR USER, I HEREBY EXPRESSLY ASSUME AND ACCEPT ANY AND ALL RISKS IN THE USE OF CRA/CRYSTELLA LIFTS/TOWS, SLOPES, TRAILS, TERRAIN PARKS, EQUIPMENT, INDOOR DINING/WARMING AREAS, PARKING AND/OR OTHER FACILITIES INCLUDING BUT NOT LIMITED TO THE POSSIBILITY OF SERIOUS PERSONAL INJURIES (INCLUDING WITHOUT LIMITATION SERIOUS INJURIES TO THE BRAIN OR SPINAL CORD), DEATH AND PROPERTY DAMAGE AND AGREE NOT TO SUE CRA.
- 4. Agreement to Release, Hold Harmless, Indemnify and Defend.** In further consideration, I RELEASE, HOLD HARMLESS, INDEMNIFY AND DEFEND CRA from any and all claims, damages, actions, losses, lawsuits related to or arising before, during and/or after the date of this release, including, but not limited to allegations of negligence, breach of contract and/or warranty, breach of statutory duty or other duty of care. I further agree to INDEMNIFY, HOLD HARMLESS AND DEFEND CRA from any damages, costs and expenses, including attorney fees and costs, which CRA may incur arising out of my or any minor User's participation in skiing, snowboarding or other activities on, and use of, the Crystella premises and facilities.
- 5. Consent and Release regarding Photos and Video.** I consent to and authorize the taking of photographs and/or videos during my and/or a minor User's visit to Crystella. I grant permission to CRA to use said photographs and/or videos in advertising, displays, web sites, brochures, other forms of electronic and social media, illustrations or publications without notifying me. I

hereby waive any and all rights to privacy in the photographs/videos and to compensation related to the use of the photographs and or videos.

6. **Compliance With COVID-19 Rules.** I understand and agree that the operation and use of Crystella is subject to rules, guidelines, restrictions, and policies regarding the COVID-19 pandemic as may be enacted by the Federal, State and/or Local government or the CRA Board of Directors (collectively the "COVID-19 Rules"). The Covid-19 Rules are subject to change from time to time and include but may not be limited to, maintaining a distance of at least 6 feet between any individuals not in the same household ("social distancing") and wearing a mask inside all buildings, outdoors where social distancing is not being maintained and anywhere else CRA designates. I understand signage related to COVID-19 will be posted throughout the premises at Crystella. I agree not to use or allow any minor User to use Crystella if I am/they are sick with COVID-19 symptoms or have been exposed to someone who is sick with COVID-19 symptoms. I further understand that the failure to comply with the COVID-19 Rules may cause immediate cancellation of my/the relevant minor User's Season Pass or day use pass.

7. **Consent to Medical Care.** I understand that a situation may arise where emergent medical or dental care may be necessary for me, a minor User (if applicable). I authorize CRA to render first aid and to call for medical and/or dental care if, in its opinion, such medical or dental care is needed. I agree to pay for all expenses and costs associated with such care and any related transportation.

8. **Non-Transferability, Revocation, Display of Season Pass/Day Use Pass.** I understand and accept that a Season Pass or day use pass is non transferable, may be revoked without refund at any time for misconduct of or nuisance caused by a User. The Season Pass or day use pass must be visible at all times while using the slopes.

9. **No Refunds; Conversion of Season Pass to 2022 Season.** I agree and acknowledge that CRA CAN NOT CONTROL THE WEATHER, COVID-19 RELATED RESTRICTIONS, SNOWFALL, OR THE LENGTH OF THE SKI SEASON. There will be NO REFUNDS in any circumstance. However, if CRA does not open for the 2021 Season due to weather, COVID-19 Rules, availability of tow operators or volunteers or for any other reason, Season Passes will be honored for the 2022 Season, in such event, CRA will provide notice to the User with further instructions.

10. **Choice of Law; Severability; Binding Effect** I acknowledge and agree that this activity is taking place in the State of Michigan and that only the laws of the State of Michigan shall govern in the construction and application of this contract and shall apply to any claim or legal action of any kind. I further understand that jurisdiction for any legal action shall solely reside in the State of Michigan. If any provision of this contract shall prove to be invalid, void or illegal it shall not affect, impair or invalidate any other provision of the contract and such other provisions shall remain in full force and effect. This contract shall be binding upon my relatives, heirs, and next of kin.

11. **Acknowledgement; Authorization to Contract; Consent to Electronic Signature.** I HAVE READ AND UNDERSTAND THE FOREGOING USER CONTRACT, INCLUDING, BUT NOT LIMITED TO THE AGREEMENT TO RELEASE, HOLD HARMLESS, INDEMNITY AND DEFEND. I UNDERSTAND THAT IT IS BINDING FOR THE 2021 SEASON AND GOING FORWARD UPON MYSELF, EACH USER AND OUR RESPECTIVE RELATIVES, HEIRS AND NEXT OF KIN. I HAVE THE AUTHORITY TO ENTER INTO THIS CONTRACT FOR MYSELF AND ANY MINOR OR OTHER USERS FOR WHOM I PURCHASE A SEASON PASS OR DAY USE PASS. I VOLUNTARILY SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE AND I AGREE THAT MY ELECTRONIC SIGNATURE CONSTITUTES MY ACCEPTANCE.

Printed User Name (for Season Pass must match Application)	Adult or Minor	Signature (must be parent or legal guardian for a Minor)