



Name: _____

**CAMELBACK MOUNTAIN RESORT /CBK MOUNTAIN ADVENTURES
AGREEMENT NOT TO SUE**

IN CONSIDERATION OF BEING ALLOWED TO USE CAMELBACK MOUNTAIN RESORT'S FACILITIES, I AGREE THAT I WILL NOT SUE CAMELBACK MOUNTAIN RESORT/ CBK MOUNTAIN ADVENTURES/, ITS OWNERS AND OPERATORS, AND THEIR OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES (HEREINAFTER REFERRED TO COLLECTIVELY AS "CAMELBACK") AND WILL RELEASE CAMELBACK FROM ANY AND ALL LIABILITY IF I OR ANY MEMBER OF MY FAMILY IS INJURED WHILE USING ANY OF THE CAMELBACK FACILITIES OR WHILE PRESENT ON CAMELBACK'S PROPERTY, EVEN IF I CONTEND THAT SUCH INJURIES ARE THE RESULT OF NEGLIGENCE, RECKLESSNESS, OR ANY OTHER IMPROPER CONDUCT ON THE PART OF CAMELBACK. I FURTHER AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS CAMELBACK FROM ANY LOSS, LIABILITY, DAMAGE OR COST OF ANY KIND THAT MAY OCCUR AS THE RESULT OF ANY INJURY TO MYSELF OR TO ANY PERSON FOR WHOM I AM SIGNING THIS AGREEMENT, EVEN IF IT IS CONTENDED THAT ANY SUCH INJURY WAS CAUSED BY THE NEGLIGENCE, RECKLESSNESS OR OTHER IMPROPER CONDUCT ON THE PART OF CAMELBACK.

Notwithstanding the foregoing, if I sue Camelback, I agree that I will only sue them, whether it be on my own behalf or on behalf of a family member, in the Court of Common Pleas of Monroe County or in the United States District Court for the Middle District of Pennsylvania and further agree that any and all disputes which might arise between Camelback and myself shall be litigated exclusively in one of said Courts. I understand and agree that this Agreement is governed by the laws of Pennsylvania. I further agree that if any part of this Agreement is determined to be unenforceable, all other parts shall be given full force and effect.

ACKNOWLEDGEMENT OF RISKS

The undersigned, in consideration of permission to use the facilities at Camelback, voluntarily assumes the risk of injury or even death while participating in recreational activities at CBK Mountain Adventures. I agree and understand that the activities, including the use of lifts, are inherently dangerous and further recognize my responsibility to inspect the facilities and read and obey all signs, rules, and regulations associated with the activities at CBK Mountain Adventures. There are inherent risks in the participation in or on any amusement ride, device or attractions (hereinafter "amusement ride(s)"). Patrons of amusement rides, by participation, accept the risks inherent in such amusement rides of which the ordinary prudent person is or should be aware. Patrons have a duty to exercise good judgment and act in a responsible manner while using the amusement rides and to obey all oral or written instructions and warnings, prior to or during participation. Patrons have a duty to refrain from participating in or on any amusement ride, when under the influence of drugs or alcohol. Patrons have a duty to properly use all amusement ride safety equipment.

I hereby acknowledge, accept, and assume these risks and all other risks that can and do exist while participating in the activities at CBK Mountain Adventures.

I have read and understood the foregoing AGREEMENT NOT TO SUE AND ACKNOWLEDGMENT OF RISKS and am voluntarily signing below, intending to be legally bound hereby. I have made no misrepresentations of my age.

Executed the _____ day of _____, _____.

Signature of Applicant

Signature of parent/guardian
(If under the age of 18 yrs)

WITNESS:

Camelback Staff

Required Information:

First Name: _____ Last Name: _____ Age: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Cell Phone Number: () - _____ - _____ Home Phone Number: () - _____ - _____

E-mail Address: _____