

**MT. CRESCENT SKI AREA  
RELEASE AND WAIVER OF LIABILITY,  
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

I desire to participate in the activities offered at Mt. Crescent. I understand those activities to include, but not be limited to, snow tubing, skiing, snowboarding, and sledding. I understand that these activities at varying times range from recreational to competitive. It is my intent to participate in the activities at the level being offered on this date.

I am aware and fully understand that these activities are very dangerous. They involve the risk of damage, serious injury and death, both to myself and to others.

I understand that there are many potential causes for property damage, serious injury and death at Mt. Crescent including the negligence of Mt. Crescent, its owners, employees, volunteer staff, rescue personnel and equipment as well as my own negligence and the negligence of others.

In consideration of being permitted to participate in the activities offered at Mt. Crescent I hereby agree to release, waive, discharge and covenant not to sue Mt. Crescent, its owners, agents, employees, or rescue personnel as well as any equipment manufacturers and distributors involved with the Mt. Crescent facilities from all liability from any and all loss or damage I may have and any claims or demands I may have on account of injury to my person and property or the person and property of others, including death arising out of or related to the activities offered at Mt. Crescent whether caused by the negligence of Mt. Crescent, its owners, agents, employees, volunteer staff, rescue personnel, equipment manufacturers or distributors or otherwise.

In consideration of being permitted to participate in the activities offered at Mt. Crescent I assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the activities offered at Mt. Crescent. I assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the activities offered at Mt. Crescent whether caused by the negligence of Mt. Crescent, its owners, agents, employees, volunteer staff, rescue personnel, equipment manufacturers, distributors or otherwise.

In consideration of being permitted to participate in the activities offered at Mt. Crescent, I hereby agree to indemnify and save and hold harmless Mt. Crescent, its owners, agents, employees, volunteer staff, rescue personnel, equipment manufacturers and distributors from any loss, liability, damage, or cost they may incur arising out of claims generated while I participated in activities at Mt. Crescent whether caused by their negligence or otherwise.

In consideration of being permitted to participate in the activities offered by Mt. Crescent I agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by Mt. Crescent, its owners, agents, employees, volunteer staff and equipment manufacturers and distributors, including negligent rescue operations and is intended to be as broad and inclusive as is permitted by Iowa law and that if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect.

**I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, BEING MADE TO ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

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PRINT NAME

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SIGNATURE

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DATE

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PRINT PARENT NAME

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PARENT SIGNATURE

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DATE