

**RELEASE AND WAIVER  
OF LIABILITY AND  
JURY TRIAL WITH INDEMNITY**

Valid for the Skate Park season of 2011  
**HELMETS AND KNEE PADS ARE REQUIRED!!**

NAME (PRINT) \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_  
PHONE \_\_\_\_\_  
EMAIL \_\_\_\_\_

PLEASE COMPLETELY FILL  
OUT BOTH SIDES OF FORM  
  
DATE \_\_\_\_\_

Please read this document. It affects your legal rights against Tussey Mountain Ski Corporation if you are injured. Do not sign this document unless you understand it. If you are a minor, your parent or guardian is required to sign this legal document.

**1. This Centre Community skate park at Tussey Mountain can be dangerous!**

Skateboarding, in-line skating, and bicycling can result in injury even when you are careful. This park contains ramps, curbs, half pipes, inclines, declines, rails and other structures or devices intended to challenge you and others. Your risk of harm may also be increased by these challenges.

You and others may perform tricks, fall, jump, land; collide with others, including staff and spectators. You will be participating with other people you may not know. Their skills and experience may differ from yours. This may also increase your risk of injury. If you are injured intentionally by Tussey Mountain Ski Corp., or anyone working for Tussey Mountain Ski Corp., you may be entitled to compensation.

**2. Can you make a claim for money if you are injured?**

If you are injured and want to make a claim, you must file a demand for arbitration in Centre County court. You agree that any dispute between you and Tussey Mountain Ski Corp. will be decided by legal arbitration in Centre County, Pennsylvania. Tussey Mountain Ski Corp. will pay all costs of arbitration for you. You are not required to hire a lawyer to make your claim. If you hire your own lawyer, you must pay your own fees. If you or Tussey Mountain Ski Corp. does not follow the requirements of this document, then you or Tussey Mountain Ski Corp. may be required to pay the other's attorneys fees.

**3. Tussey Mountain Ski Corp. is asking you to give up legal rights in order to enter this park.**

Because using Tussey Mountain's Centre Community Skate Park or even entering the Park as a spectator may increase your risk of harm, Tussey Mountain Ski Corp. is asking you to give up certain valuable legal rights. Here are the rights you are forfeiting when you sign this document:

- A) You give up your right to sue Tussey Mountain Ski Corp. in a court of law.
- B) You give up your right to a trial by jury.
- C) You give up your right to claim money from Tussey Mountain Ski Corp. if you are injured unless Tussey Mountain Ski Corp. intentionally failed to prevent or correct a hazard caused by unsafe equipment or devices.
- D) You give up the right to claim money from Tussey Mountain Corp. If you wait more than one year from the date of the injury in order to make claim.
- E) You give up the right to recover damages to punish or make an example of Tussey Mountain Ski Corp.

**4. Rights you do not give up**

- A) To have safe equipment, structures, and devices at the park for your intended use.
- B) To claim compensation for your injury from Tussey Mountain Ski Corp. if you are hurt because the equipment, structures, and devices at the park are not safe for your intended use.
- C) To have a neutral arbitrator decide your rights fairly, quickly, and completely.
- D) To first aid if you are hurt
- E) To make a claim if Tussey Mountain Ski Corp. or anyone working for Tussey Mountain Ski Corp. intentionally hurts you.

**5. Who is bound by this document?**

You are bound by this document. Anyone who has or can obtain your rights is also bound by this document, such as your family, relatives, guardians, executors, or anyone responsible for you. As used in this document, Tussey Mountain Ski Corp. also includes the people who work for or are associated with Tussey Mountain Ski Corp., such as its managers, employees, stakeholders, volunteers, sponsors, vendors, and exhibitors.

**6. Other information important for you to know**

You have the right to demand money if you believe Tussey Mountain Ski Corp. intentionally caused you harm. If parts of this document are determined to be invalid, then that portion will be unenforceable and the remainder of the document will continue in full legal force and effect. This is the entire agreement between you and Tussey Mountain Ski Corp. You must also agree to read and abide by the Rules of Safety/Conduct posted in the park.

**7. Important information Tussey Mountain Ski Corp. needs to know**

- a) What is your date of birth? \_\_\_\_\_  
(Please Circle)
- b) Do you have any medical problems that would increase your risk of injury at the Park? **YES** **NO**
- c) Do you understand that if you are hurt, you are giving up rights by signing this document? **YES** **NO**

RULES OF SAFETY/CONDUCT

1. No one will be allowed to enter or remain in the Skate Park unless they are wearing full protective gear, including, but not limited to, a **helmet** and **knee pads**, and have a signed liability waiver on file.
2. Participants under the age of 18 must have their parent(s) or legal guardian(s) sign this waiver, in the presence of a Tussey Mountain employee. There are no exceptions to this rule.
3. All participants must skate or bike safely at all times and avoid collisions with other participants. Fighting or other aggressive or disruptive behavior will result in ejection from the Park.
4. No food or drink may be brought into the Park and participants may only consume food and drink in the designated areas. Non-skate equipment gear, and any other items, must be stored in locations outside the skate area.
5. There is **no smoking** allowed in the Park.
6. No one under the age of six (6) years shall be allowed into the skating area of the Park. Skateboards, skates, and bicycles are the **ONLY** riding items permitted inside park unless authorized by Tussey Mountain management.
7. No contests of any sort are allowed in the Park unless organized and run by the Park itself.
8. The Park reserves the right to terminate anyone's pass at any time or eject anyone, any time for any reason.
9. Shirts must be worn at all times while in the Skate Park.

- d) Have you read the Rules of Safety/Conduct listed above? **YES** **NO**
- e) Do you agree to abide by the Rules of Safety/Conduct? **YES** **NO**

Please list all allergies, medications being taken and medical history that we should know about:

\_\_\_\_\_  
By signing this document you agree that Tussey Mountain Ski Corp. may rely on your answers. Tussey Mountain Ski Corp. reserves the right to forbid entry or require you to leave based on your answers to these questions or your conduct.

**IF YOU ARE UNDER 18 YRS--**

Signature of your parent/guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian's Drivers License #: \_\_\_\_\_ Phone #: \_\_\_\_\_

Emergency Contact (different from above) Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

**IF YOU ARE 18 YRS OR OLDER:**

Signature (ID may be required): \_\_\_\_\_ Date: \_\_\_\_\_

Guest Drivers License #: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_ Phone #: \_\_\_\_\_