

## CMSC Notification of Risk

Crosscut Mountain Sports Center, Inc. ("CROSSCUT MOUNTAIN SPORTS CENTER") is a 501(c)(3) non-profit corporation operating facilities on land in the Bridger Mountains for various sports, events, and public activities including, but not limited to, nordic skiing, biathlon, mountain biking, outdoor education, volunteering, trail running, and hiking (hereafter "mountain sports"). In consideration of being allowed to participate in the mountain sports activities offered by CROSSCUT MOUNTAIN SPORTS CENTER, of which I voluntarily request the right of participation, I hereby state and acknowledge as follows:

1. I voluntarily request the right to participate in activities offered and understand and appreciate the risk of the activities in which I desire to participate and acknowledge the "inherent dangers and risks of mountain sports" means those dangers or conditions that are part of mountain sports, including: (a) changing weather conditions; (b) snow/trail conditions as they exist or as they may change; (c) avalanches; (d) collisions with natural surface or subsurface conditions, such as bare spots, forest growth, rocks, stumps, streambeds, cliffs, trees, and other natural objects; (e) collisions with signs, posts, fences, enclosures, hydrants, water pipes, or other artificial structures and their components; (f) variations in terrain, whether natural or the result of trail design, snowmaking, or snow grooming operations, including but not limited to roads and other terrain modifications; (g) collisions with clearly visible or plainly marked equipment, including but not limited to lift equipment, snowmaking equipment, snow grooming equipment, trail maintenance equipment, and snowmobiles, whether or not the equipment is moving; (h) collisions with other trail users; (i) the failure of a trail user to recreate within that trail user's abilities; (j) travelling in a closed area or travelling outside the ski area boundary as designated either on the ski area trail map or by signage; (k) restricted visibility caused by snow, wind, fog, sun, or darkness; (l) all matters associated with volunteering for trail building or maintenance, including, but not limited to, equipment or tool use, falling or thrown debris, and effects of weather and surface conditions; and (m) personal and/or property injury as well as death.

2. Even with such understanding and appreciation of the risk, I still desire to participate and/or have my minor children participate, and I do hereby fully and irrevocably release and forever discharge CROSSCUT MOUNTAIN SPORTS CENTER, their officers, directors, employees, agents, members, and all owners and lessees of the property from any and all legal claims, demands, actions, losses, and or legal liability of any kind of nature or description resulting from such activities sustained by me or my minor children, and further covenant to hold all said parties harmless

3. I do hereby personally assume all risks which may be associated with such activity. I understand and acknowledge that this is a legal and binding contract and by agreeing to this notification of risk hereto acknowledge that I have read and fully understand the risks and releases contained herein. **By signing this document/agreeing to these terms, you may be waiving your legal right to a jury trial to hold the provider (CROSSCUT MOUNTAIN SPORTS) legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.**

4. Forum Selection Clause: I further agree that any claim or suit that I may bring for any reason against CROSSCUT MOUNTAIN SPORTS CENTER, their owners, affiliates, employees and agents shall be submitted to Eighteenth Judicial District Court, Gallatin County, Montana or a Federal Court in the state of Montana and no other jurisdiction, and shall be governed by the laws of the State of Montana.

5. Severability Clause: I agree that if any portion of this agreement is determined to be unenforceable by a court of law, all other parts of the agreement shall remain in full force and effect.

6. Parental Indemnification Clause: As a parent/guardian signing this agreement for a minor, I have read this document and agree with its contents. I hereby agree to indemnify and hold harmless CROSSCUT MOUNTAIN SPORTS CENTER for any claim or suit, including legal fees and expenses, settlements or awards, arising out of said minor's presence on CROSSCUT MOUNTAIN SPORTS CENTER premises.

7. Multiple Pass Purchasers and Family Pass Holders Clause: If I am purchasing a family pass or other pass that includes another adult, I have insured that they have read this notification of risk and agree to it. As the primary listed contact member agreeing to this notification of risk on behalf of all member recipients of a pass, I have read this notification of risk and agree with its contents.