



TRAIL USE
INFORMATION & WAIVER

Name: _____ Date: _____

Phone: _____ Email: _____

Emergency Contact: _____

**Cannonsburg Ski Area / 6800 Cannonsburg, LLC
Winter Trail Participation Release of Liability**

Please read this carefully, this is a Release of Liability & Waiver of Legal Rights.

1. I acknowledge that using Cannonsburg Ski & Ride Areas ("Cannonsburg") Winter Trails ("Trails") involves inherent danger and other risks any of which may result in serious injury or death. These dangers and risks include, but are not limited to: snow and icy conditions as they exist or may change, collisions with natural objects or man-made structures and their components; variations in steepness or terrain, whether natural or as a result of slope design, encounters and/or collisions with snowmaking or grooming operations, and collisions with other bikers, skiers, snowboarders or observers. I voluntarily agree to expressly assume all risks associated with my or the Minor's use of the Trails without limitation.

2. In consideration for Cannonsburg allowing me or the Minor to use the Trails, I agree to defend, indemnify, release and hold harmless Cannonsburg, Cannonsburg LLC & 6800 Cannonsburg, LLC, its affiliated companies, their respective agents, officers, directors, owners, contractors and employees (collectively, the "Released Parties") from any and all claims arising from or related to my or the Minor's use of the Trails including, but not limited to, claims of negligence including negligence of the Released Parties and those brought by the Minor (if applicable), breach of contract, improper trail design, subrogation and/or derivative claims brought by any third party or insurer and breach of statutory duty. I further agree to indemnify the Released Parties for any and all damages related to any and all claims, including attorney fees and costs without limitation.

4. This release of liability supersedes any other agreements or representations by or between the parties and shall be governed by the laws of the State of Michigan with exclusive jurisdiction of the courts located within Kent County, Michigan. If any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I understand that this agreement shall be binding upon my heirs, executors, administrators and assigns.

5. I consent to the use by the Released Parties of any pictures (video and/or photo) for commercial purposes or otherwise, of me or the Minor in connection with Cannonsburg without restriction as to frequency, duration or medium.

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT AFFECTS MY LEGAL RIGHTS AND I SIGN IT OF MY OWN FREE WILL.

Signature: _____ Date _____

Parent Signature (If Under 18): _____ Date _____