

**LIABILITY RELEASE AND WAIVER
AND INDEMNIFICATION AGREEMENT
(READ VERY CAREFULLY BEFORE SIGNING)**

I understand by my signature below that this document is a liability release and waiver by which I am giving up all my rights of every kind (including rights of a minor for who I sign) to claim damages against Ski Brule, Inc., Benefit Lands, Inc., Acrobag, and any associated entities, lessors, officers, stockholders, and employees.

I (including rights of a minor for who I sign) understand that participation in this activity is a HAZARDOUS ACTIVITY which is inherently dangerous. I am voluntarily participating in this activity, despite these inherent dangers and despite risks of serious personal injury and /or death presented by participating.

I assume all risks of injury/death arising from participating. I acknowledge that I am fully aware of such risks and do NOT rely on any contrary representations. I have inspected the event arena.

I understand that the activity ACROBAG has inherent dangers, including property damage and personal injury including death. I am participating in this activity fully recognizing these dangers. I accept these dangers knowing that I cannot make any claim whatsoever against anyone for any damages whatsoever.

By my signature and by participating in anyway, even as a bystander, I agree to hold Ski Brule, Inc., Benefit Lands, Inc., Acrobag and its related entities, their successors, assigns, subsidiaries, affiliates, officers, directors, employees, and agents completely harmless and not liable and release them from all liability whatsoever and hold them from all liability whatsoever and hold them harmless from any and all claims, causes of action, injuries, damages, costs or expenses arising out of my use of this facility and participation in this activity, including without limitation, those based on death, bodily injury, property damages, including consequential damages. I assume full responsibility for my actions and injuries regardless of cause.

I agree to indemnify and defend Ski Brule, Inc., Benefit Land, Inc., Acrobag, and its related entities against and hold them harmless from any and all claims of action, damages, judgments, cost or expenses, including attorney fees, which in any way arise from my use of or presence on Ski Brule, Inc. and Benefit Lands, Inc. properties.

I acknowledge and agree that if I sign this contract for a minor, I do so as his or her parent and/or legal guardian, and accept all responsibility and shall be bound by the above terms and conditions.

I HAVE READ THIS ENTIRE LIABILITY RELEASE AND WAIVER AND ACKNOWLEDGE THAT I UNDERSTAND IT COMPLETELY. I REPRESENT THAT I AM OF LEGAL AGE (18 IN MICHIGAN) OR THAT THE SIGNER IS LEGALLY RESPONSIBLE FOR A MINOR.

If signing for a minor, the signer agrees to indemnify Ski Brule, Inc., Brule Valley Management, Inc., Benefit Lands, Inc., Acrobag, and any associated entities, lessors, officers, stockholders, and employees (Ski Brule) for any and all claims that the minor may make including all costs associated therewith, including actual attorney fees.

Dated: _____

PARTICIPANT SIGNATURE: _____

PARTICIPANT Printed Name: _____

Guardian SIGNATURE: _____

Guardian Printed Name: _____

Address: _____

City: _____ State: _____ Zip: _____

USE AGREEMENT

DO NOT PARTICIPATE IF YOU:

1. Have back, neck or heart problems.
2. Have pre-existing injuries or are pregnant.
3. Have physical or medical problems.
4. Are unsure of your general health.
5. Are under the influence of drugs or alcohol.
6. Weigh more than 240#’s.
7. Are less than 46” tall.

Participants must sign a use agreement and liability release and indemnification agreement. If under 18 years of age, signature of parent or legal guardian is required.

The Acrobag Arena is managed by Ski Brule staff (2). Participants by participating agree to follow directions.

ADDITIONAL PARTICIPANT RULES:

- Walk only in designate walkway
- Do not enter ski slope or acrobag lane.
- Helmets required.
- No backpacks.
- No sharp objects.
- No cameras / video cameras or attachments.
- No ski poles.
- No sharp or burred edges.
- No broken edges, bindings.
- Do not depart until you have received a “go” command from starter.
- Depart only from the staff designated startline.
- Depart only from a full stop, no moving starts.
- Participant is responsible for judging and maintaining speed.
- Upon landing, immediately remove ski/board to the edge of bag. Move around the edge to the opening, slide out onto carpet. DO NOT EXIT ANY OTHER LOCATION.
- When off the bag, move quickly to the walking area.

By my signature, I acknowledge that I have read, understand and will abide by these rules.

Date: _____
Participant Name PRINTED Participant Signature

Date: _____
Participant Guardian Name PRINTED Participant Guardian Signature