

THE HOMESTEAD, L.C

DOWNHILL SKIING, SNOWBOARDING, CROSS COUNTRY SKIING, SNOWSHOEING, SNOWTUBING OR ICE-SKATING

ASSUMPTION OF RISK, RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING.

THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is participating in the voluntary, nonessential activities of downhill skiing, snowboarding, cross country skiing, snowshoeing, snowtubing and/or ice-skating at THE HOMESTEAD, L.C. (The "RESORT") shall be referred to hereinafter as "PARTICIPANT." "THE UNDERSIGNED" means only the PARTICIPANT when the PARTICIPANT is age 18 or older OR it means both the PARTICIPANT and the PARTICIPANT's parent or legal guardian when the PARTICIPANT is under the age of 18. THE UNDERSIGNED agrees and understands that DOWNHILL SKIING, SNOWBOARDING, CROSS COUNTRY SKIING, SNOWSHOEING, SNOWTUBING AND ICE-SKATING and/or any other uses of The RESORT area facilities, including use of the lifts, vehicles, and other equipment, hereinafter the "ACTIVITY" can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH.
2. THE UNDERSIGNED agrees and understands that the ACTIVITY has inherent risks and dangers which include, but are not limited to: CHANGING WEATHER CONDITIONS; FALLS; COLLISIONS with natural or manmade objects or other participants in the activity; THE POTENTIAL OF A PARTICIPANT IN AN ACTIVITY ACTING IN A NEGLIGENT OR GROSSLY NEGLIGENT MANNER that may cause or contribute to injury to the PARTICIPANT or others, such as failing to maintain control or not acting within such participant's ability; MOUNTAIN TERRAIN has steep slopes and variations in terrain which may contain dangerous obstacles and hazards which may be hidden or covered by snow. OBSTACLES AND HAZARDS include, but are not limited to, bare spots, crevasses, ice, snow cornices, tree wells, tree stumps, creeks, cliffs, rocks and boulders, forest deadfall, holes, depressions below the surface, and varying snow and ice conditions. The mountain areas may also have dangerous man-made obstacles and hazards, which include but are not limited to, roads, steep road banks, signs, abandoned mines and debris, fences and other man-made structures. THE UNDERSIGNED AGREES AND UNDERSTANDS that due to the forested areas, wild and rugged terrain, bad weather, lack of signage, ski patrol or Resort errors, or the Resort's negligence, PARTICIPANT may become lost or accidentally separated from RESORT personnel or other participants in the ACTIVITY. OTHER PROPERTY CONDITIONS: In addition to conditions associated with MOUNTAIN TERRAIN, other areas of the RESORT may have slick or uneven walking surfaces or surfaces covered with ice or snow that may result in falls. EQUIPMENT FAILURE: equipment used while participating in the ACTIVITY, including safety equipment, may malfunction, fail or break. PARTICIPANT recognizes that injuries and/or death are a common and ordinary occurrence of the ACTIVITY. RECOGNIZING THE RISKS, PARTICIPANT VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY.
3. The UNDERSIGNED acknowledges that (a) it has viewed or had the opportunity to view the Resort premises and equipment, (b) if the ACTIVITY includes an instructor, has had the opportunity to review the instructor's qualifications, (c) has been told some of the risks associates with the ACTIVITY and (d) has had an opportunity to ask questions regarding the ACTIVITY and the equipment used in the ACTIVITY.
4. In consideration of allowing the PARTICIPANT in the ACTIVITY, THE UNDERSIGNED hereby agrees to ASSUME ALL RISKS associated with the PARTICIPANT's participation in the ACTIVITY, and PARTICIPANT agrees to be personally responsible for PARTICIPANT's preparation to participate in the ACTIVITY, including PARTICIPANT's physical condition and knowledge and skill necessary to participate in the ACTIVITY. Additionally, THE UNDERSIGNED agrees to HOLD HARMLESS, RELEASE, DEFEND, AND INDEMNIFY, THE RESORT, THE HOMESTEAD, L.C., and OMNI HOTELS MANAGEMENT CORPORATION and their parent companies, affiliates, subsidiaries, agents, employees, representatives, assignees, officers, directors, members, medical providers and shareholders (each a "RELEASED PARTY") for ANY AND ALL LIABILITY and/or claims arising from injury or death to persons or damage to property arising from the PARTICIPANT's participation in the ACTIVITY, including those claims based on any malfunction or absence of equipment, any RELEASED PARTY'S alleged or actual NEGLIGENCE OR GROSS NEGLIGENCE, BREACH OF any express or implied WARRANTY, breach of contract, or breach of any statutory or other duty of care, or mistakes or errors in judgment of any kind. By signing this release, THE UNDERSIGNED agrees that they are releasing any right to make a claim or file a lawsuit against any RELEASED PARTY. THE UNDERSIGNED AGREES TO DEFEND AND INDEMNIFY each RELEASED PARTY for any and all claims, liabilities, damages, and expenses (including without limitation, reasonable attorney's fees) of the UNDERSIGNED and/or a third party arising from the PARTICIPANT's participation in the ACTIVITY.
5. THE UNDERSIGNED understand agree that a HELMET IS IN NO WAY A GUARANTEE OF SAFETY and that no helmet can protect the wearer against all foreseeable impacts to the head, and that skiing, snowboarding, snowtubing and ice-skating and other related activities can expose the user to forces that exceed the limits of protection provided by this helmet. THE UNDERSIGNED also understand that the helmet does not guard against injury to the neck, spine or any other part of my body, and that these limitations are INHERENT RISKS of any activity in which a helmet may be used.
6. THE UNDERSIGNED certifies that PARTICIPANT has adequate insurance to cover any injury or damage PARTICIPANT may cause or suffer while participating in the ACTIVITY, or THE UNDERSIGNED agrees to bear the costs of such injury or damage.
7. THE UNDERSIGNED consents to emergency medical care and transportation in order to obtain treatment in the event of injury to the PARTICIPANT, as the RESORT may deem appropriate. This release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.
8. THE UNDERSIGNED agrees that ANY AND ALL CLAIMS for injury and/or death arising from the PARTICIPANT's participation in the ACTIVITY shall be GOVERNED BY VIRGINIA LAW and EXCLUSIVE JURISDICTION of any claim shall be in the DISTRICT COURT residing where the alleged incident occurred or in the FEDERAL COURT FOR THE STATE OF VIRGINIA. In the event any provision of this document is found to be unenforceable, that finding shall not affect the enforceability of any other provision hereof.
9. In the case of a minor, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of the minor PARTICIPANT, and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian of a minor PARTICIPANT, the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor would not be permitted to participate in the ACTIVITY.
10. In the case of a **minor**, the undersigned Parent and/or Legal Guardian understands and acknowledges that he/she is required to remain on the Resort property and provide a cell phone number which shall be turned on at all times during which the minor is participating in the ACTIVITY.

I HAVE CAREFULLY READ AND FOREGOING LIABILITY RELEASE, UNDERSTAND ITS CONTENTS AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OTHERWISE MAY HAVE AND ASSUMING CERTAIN RISK.

Printed Name of PARTICIPANT

Signature of PARTICIPANT

Date

Printed Name of Parent/Legal Guardian

Signature of Parent/Legal Guardian

Date

FOR THE SAFETY AND WELLBEING OF YOUR CHILD(REN), NO CHILD UNDER THE AGE OF 12 MAY BE LEFT UNATTENDED OR WITHOUT ADULT SUPERVISION AT THE HOMESTEAD WINTER SPORTS AREA. THIS INCLUDES THE SKI LODGE, SKI AREA, ICE-SKATING RINK, TUBING PARK, SNOWBOARDING PARK AND ANY OTHER AREA OPERATED BY THE HOMESTEAD WINTER SPORTS DEPARTMENT.

THE OMNI HOMESTEAD RENTAL & REPAIR AGREEMENT

Last:	First:	Middle:	
Address:			
City:	State:	Zip:	
Local Phone:	Home Phone:	Email:	
Driver's Licence Number:			
Age	Height	Weight	Shoe Size
Skier Type Type I _____	Skier Type Type II _____	Skier Type Type III _____	

ARE YOU A FIRST TIME SKIER OR RIDER? YES NO

Date	Ski/Board	Length	
Boot	Sole Length	Binding	
Left Toe	Left Heel	Right Toe	Right Heel

ACKNOWLEDGEMENT OF PERSONAL INFORMATION & EQUIPMENT INSTRUCTIONS

I have accurately represented the above listed information and it is true and correct. I will not use any of the equipment provided to me during this transaction until I have received instruction to its use and function. I agree to verify that the visual indicator settings to be recorded on this form for downhill ski equipment, and skiboards equipped with release bindings, agree with the number appearing in the visual indicator windows of the equipment to be listed on this form.

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Equipment User Signature

Parent/Guardian Signature (if required)

