

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT



SHANTY CREEK RESORTS
SUMMIT · SCHUSS · CEDAR RIVER

GRZ Productions Griztek LLC
Jason Griztek

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Participant: _____

Street Address: _____

City, State, Zip: _____

Email address: _____

In consideration of the named participant (Participant) enrolling in and being allowed upon the premises to engage in activities of Shanty Creek Resorts to include the Schuss Mountain Snow Challenge (an auto/truck event involving the use of motor vehicles climbing and driving on off-road terrain) and/or additional events ("Released Activities"), the Participant agrees to the following terms and conditions of this **RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT (AGREEMENT)**.

Participant must be 18 years of age or older to enroll in or participate in the Released Activities. The Participant must read and sign this AGREEMENT as provided below.

Authorization and Assumption of Risk: While enrolled in the Released Activities, the Participant may enter upon the premises and participate in the Released Activities. The Participant recognizes that the Released Activities involve inherent dangers and risks of serious injury to include paralysis and death. I am voluntarily participating in these activities with knowledge of the danger involved, and agree to assume any and all risks of bodily injury, death or property damage, whether those risks are known or unknown. The Participant voluntarily participates in the Released Activities with knowledge of these risks and expressly agrees to assume them.

Release from Liability and Indemnification: The Participant hereby releases and holds harmless Shanty Creek Resorts, GRZ Productions Griztek LLC, and their respective affiliates, owners, directors, shareholders, officers, agents and employees (collectively, the Released Parties) from any and all claims, liabilities, and causes of action, including without limitation, claims of NEGLIGENCE of the Released Parties, related in any way to the Participant's participation in the Released Activities. One or more of the Released Parties is a sole-proprietorship, and it is the intent of the Participant to release the owner of any sole-proprietor, doing business under the name of a Released Party, also be released, held harmless, and indemnified hereunder. The Participant understands that it is his/her intent to provide the broadest possible release and indemnification allowed by law, including for allegations of the Released Parties own negligence, active or passive, acts or omissions.

The Participant agrees to indemnify and defend the Released Parties from any and all claims relating to the Released Activities, including, but not limited to: (i) claims brought by Participant or on Participant's behalf; (ii) claims brought by third parties relating to damages sustained by Participant; and (iii) claims brought by third parties as a result of Participant engaging in the Released Activities. The Participant further agrees to indemnify and reimburse the Released Parties for any expenses incurred in the defense of such claims, including reasonable attorney fees.

This AGREEMENT is binding upon the Participant and his or her representative(s) and heirs, next of kin, spouse, legal representative, assignees and guardians.

The applicable laws of the State of Michigan shall govern this AGREEMENT. If any provision of this AGREEMENT is determined to be unenforceable, all other provisions shall be given full force and effect.

The Participant has carefully read, clearly understands and voluntarily signs this AGREEMENT.

Please print name of Participant _____

Signature of Participant: _____ Date: _____