WAIVER AND RELEASE

FOR

RECREATIONAL ACTIVITY

IMPORTANT NOTICE – PLEASE READ CAREFULLY

TIMBER RIDGE SKI AREA, INC., A MICHIGAN CORPORATION (HEREINAFTER "TIMBER RIDGE"), WELCOMES YOU.

WE ASK THAT YOU READ THE FOLLOWING TERMS AND CONDITIONS, WHICH CONSTITUTE A LICENSE THAT COVERS YOUR ACTIVITY AND ANY TRANSACTIONS, THE CONSIDERATION OF WHICH, AND THE ADEQUACY OF CONSIDERATION THERETO THAT YOU HEREBY ACKNOWLEDGE, THAT YOU ENGAGE IN WITH TIMBER RIDGE (THE "AGREEMENT"). THUS, BY ENGAGING IN ACTIVITIES AND OR TRANSACTIONS WITH TIMBER RIDGE, OR BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTAND, AND AGREE WITH THE TERMS AND CONDITIONS HEREINAFTER.

IF YOU DO NOT WISH TO BE BOUND BY THESE TERMS AND CONDITIONS, DO NOT ENGAGE IN ANY ACTIVITY AT, OR TRANSACTION WITH, TIMBER RIDGE.

Inherent risks. Events, transactions, and or activities at Timber Ridge contain certain inherent risks; each person who participates in any of the events, transactions, and or activities accepts the dangers that are inherent thereto, including, but are not limited to, injuries that can result from: offroad vehicle driving or riding; variations in terrain; mud runs; obstacles; tubing; airbag jumping; rails; biking; zip lining; rope courses; segway operation; surface or subsurface snow or ice conditions; bare spots; rocks, trees, and other forms of natural growth or debris; collisions with lift towers and or other participants, or with properly marked or visible snow-making or snow-grooming equipment. Neither Timber Ridge nor sponsors will accept responsibility for injuries received while participating in said events, transactions, and or activities. Any and all risks, including, but not limited to, the aforementioned, are hereby expressly assumed and waived.

Assumed risk. Restated, ALL participants acknowledge, and hereby KNOWLINGLY ASSUME, any and all risks associated with the activities and or transactions, including, but not limited to, high risk activities.

Release and indemnification. I further agree to release, defend, hold harmless and indemnify, Timber Ridge and all other sponsors, and their affiliates, agents, servants, employees, assigns, successors and distributors from any and all liability for personal injury, including death, and property damage from any alleged NEGLIGENCE in the operation, maintenance or design of Timber Ridge and from my participation in the activities and or events to be held at Timber Ridge. I accept for myself the full responsibility for any and all such damage or injury of any kind that may result in my actions.

Controlling law, jurisdiction, and international users. This Agreement is governed by and shall be construed in accordance with the laws of the State of Michigan, U.S.A., without reference to conflicts-of-law. I agree to submit to the personal and exclusive jurisdiction of the state courts in Kalamazoo County, Michigan or the federal courts in Kent County, Michigan for any disputes with Timber Ridge.

Entire agreement. This Agreement constitutes the entire agreement with Timber Ridge, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based on or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Image, likeness, personality, intellectual property, and media. I hereby assign all rights to images, likenesses, personality, intellectual property, or otherwise related materials, videos, images, or property to Timber Ridge, so that Timber Ridge may use said items for commercial use, non-commercial use, or otherwise, at Timber Ridge's sole and absolute discretion, and to Timber's Ridge's sole benefit, without restraint.

Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement or portion of it to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect.

Force majeure. Timber Ridge shall not be liable or responsible, nor be deemed to have defaulted under or breached under any Agreement, for any failure or delay in fulfilling or performing any term of use when and to the extent such failure or delay is caused by or results from acts beyond Timber Ridge's reasonable control, including, without limitation: (1) acts of God; (2) flood, fire, earthquake, or explosion; (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (4) government order or law; (5) actions, embargoes, or blockades in effect on or after the date of any Agreement; (6) action by any governmental authority; (7) national or regional emergency**;** (8) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (9) shortage of adequate power or transportation facilities. Timber Ridge, upon suffering a Force Majeure event, shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure event are minimized.

Waiver. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. I agree that if any portion of this Agreement is determined to be unenforceable by a court of law, all other parts shall remain in full force and effect and that the above provisions shall be binding upon my heirs.

Attorneys fees. In the event that I breach, disregard, or ignore any of the promises or provisions herein, I understand that I shall be liable to Timber Ridge for reasonable attorney fees incurred to enforce said promises and or provisions.

Medical care. I agree to assume liability for any and all medical costs incurred as a result of my participation in any event, transaction, or activity, including, but not limited to costs that are not covered by my insurance, such as: medical care and treatment, ambulance services, hospital stays, and physician and pharmaceutical goods and services.

Modification. No amendment, modification, waiver or discharge of this Agreement or any provision of this Agreement shall be effective against any party, unless, all parties have consented thereto in writing.

ACCEPTED AND AGREED:

Name _____ Sex_____ Birthdate __/__/__

Address _____State _____ Zip_____

Phone _____

E-mail _____

Signature _____
(Parent or Guardian if under 18 years of age)

Date _____