

Make-up/Policy Cancellation Policy

Cancellation Policy: Parents should refer to www.skicampgaw.com for information regarding class changes, news, or cancellations. If a class is canceled due to poor weather or Govt. decree, there are no refunds; ideally, the program will be extended 1 week after the last session or to the first possible week after that.

Make-up Policy: Campgaw Mtn. Group Ski Program **DOES NOT OFFER A MAKE UP CLASS.** This is a 4 week program with a 5th week built in for a make-up class. If a make up class is necessary the 5th week will serve as such..

Parent/Guardian Signature Date

Waiver of Liability

By signing this waiver and authorizing the minor named above to participate in this group ski, snowboard, or other ski activity, I, the undersigned, as well as the minor I represent, agree, acknowledge, and understand that skiing, snowboarding, and other snow-related activities could be hazardous and/or dangerous. I understand that the sport of skiing and the use of this equipment involve a risk of injury to any and all parts of this user’s body. **Customer** acknowledges that Campgaw is located in a mountain environment and that Customer and participants will be required to walk on rough, unfinished, and hilly surfaces on the Premises, including in the parking areas and other areas. Customer acknowledges that the use of the tubing hill and ski area involves the risk of injury, including the risk of collisions with other participants. Customer will ensure that all Group participants wear appropriate footwear and clothing for the conditions. I am voluntarily participating in these activities with knowledge of the danger involved. I hereby agree to freely and expressly assume and accept any and all risk of injury to the user of this equipment and to any other person while skiing/riding. Further, I acknowledge:

1. Trail and slope conditions vary due to weather changes and skier use;
2. Ice, variation in terrain, forest growth, rocks, debris, lift tower and other obstacles and hazards may exist throughout the ski area;
3. Riding ski lifts can be hazardous. I accept that it is our responsibility to ask for help from attendants if we are unfamiliar/uncomfortable with safe lift riding.
4. I and/or the minors I represent act at our own peril with respect to above.

We also understand that courtesy and safe conduct on the slope is imperative for safe conditions at Campgaw Mountain. Therefore, I accept that management reserves the right to revoke participant’s ski privileges, without return, if the participant commits any acts on the premises that are illegal or endanger the safety of him/her or others.

EXPRESS ASSUMPTION OF RISKS-Warnings of Conditions. Customer acknowledges the contagious nature of the SARS-CoV-2 virus (the “novel coronavirus”) and Customer voluntarily assumes the risk that they may be exposed to or infected by the novel coronavirus by their presence at or participation in activities at Campgaw and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Customer and its guests or participants understand that the risk of becoming exposed to the novel coronavirus or persons with the COVID-19 disease at Campgaw may result from the actions, omissions, or negligence of them and others, including, but not limited to other patrons, employees or persons at Campgaw.

Participant Name Parent/Guardian Signature Date

If renting equipment also, please read and sign below

I have received the equipment listed on this agreement and have been instructed on its use. I verify that the personal information (height, weight, age, skier classification) on this ticket is correct. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair or adjustments. I understand and agree that skiing, snowboarding, snowblading and other winter sports are HAZARDOUS activities, those INJURIES from various causes are an INHERENT RISK of participating in these activities, and those injuries to any or all parts of my body are a COMMON AND ORDINARY OCCURRENCE during these activities. I freely accept and ASSUME ALL RISKS OF INJURY OR DEATH that may occur while using this equipment.

ALPINE SYSTEMS: I have confirmed that the visual release indicators on the alpine ski bindings are the same as those designated on this ticket. I understand alpine ski/boot/binding systems CANNOT RELEASE OR RETAIN in all situations where release or retention may prevent injury and that they therefore CANNOT GUARANTEE MY SAFETY.

SNOWBOARDS AND X-C: I understand that the binding systems on snowboards and cross-country skis are NOT INTENDED TO RELEASE in a fall or upon impact.

HELMET DISCLAIMER. New Jersey law at N.J.S.A. 5:13-12 states that persons under eighteen years of age engaged in the activity of downhill skiing or operation of snowboards, including the use of ski tows, lifts and tramways, shall wear a securely-fitted protective helmet; specifically, one which was designed to be used while engaged in the activity of recreational downhill skiing. The Parent, legal guardian or adult acting in a supervising position of a person under 18 years of age shall ensure that the person wears a securely-fitted protective helmet. Customer acknowledges that a helmet designed for RECREATIONAL SNOW SPORTS use may help reduce the risk of some types of injuries to the user at slower speeds, but I RECOGNIZE THAT SERIOUS INJURY OR DEATH CAN RESULT FROM BOTH LOW AND HIGH ENERGY IMPACTS, EVEN WHEN A HELMET IS WORN. CAMPGAW RECOMMENDS WEARING HELMETS FOR SKIING, TUBING, AND SNOWBOARDING.

To the fullest extent allowed by law, I agree to RELEASE FROM LIABILITY, and to INDEMNIFY AND HOLD HARMLESS Ski Campgaw Management, LLC, all other manufacturers and distributors of the equipment provided to me under this agreement, any involved winter sport area, shop or service technician, and their owners, agents, employers and employees for any injuries, damages or death related to the use of this equipment. I FURTHER AGREE NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES RELATING TO THE USE OF THIS EQUIPMENT, whether such claim is based on NEGLIGENCE, breach of warranty, Product defect or any other theory. I accept this equipment AS IS with no warranties, express or implied. These waivers and obligations extend to my heirs and assigns.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect. The specific rights of the parties under this contract may vary from state to state. Notwithstanding the foregoing, if I sue Ski Campgaw Management, LLC, I agree that I will only sue it, whether on my own behalf or on behalf of a family member, in the Court of Common Pleas of Bergen County or in the United States District Court or the Middle District of New Jersey and further agree that any and all disputes which might arise between Ski Campgaw Management, LLC and myself shall be litigated exclusively in one of the said Courts. I have read, understand, and agree to the terms of this Warning, Liability Release and Assumption of Risk Agreement.

Participant Name Parent/Guardian Signature Date

Parent/Guardian Signature