

**-Non-Member Guest-Lift Ticket Information 2009-2010**

**Date:** \_\_\_\_\_

**PLEASE BE PREPARED TO SHOW IDENTIFICATION!**

Skier's Name: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_

*(IF SKIING ONLY)*

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

***Please list all minor skiers:***

Child #1: \_\_\_\_\_ DOB: \_\_\_\_\_

Child #2: \_\_\_\_\_ DOB: \_\_\_\_\_

Child #3: \_\_\_\_\_ DOB: \_\_\_\_\_

Child #4: \_\_\_\_\_ DOB: \_\_\_\_\_

Child #5: \_\_\_\_\_ DOB: \_\_\_\_\_

This Visit's Date: \_\_\_\_\_

When was your Last Visit?: \_\_\_\_\_

If Guest Staying on Property – Room Number: \_\_\_\_\_

**Guest of Member:** \_\_\_\_\_

(REQUIRED)

Parent/Guardian Signature: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Adult Child Signature(s): \_\_\_\_\_

*By signing this form, I understand that this is my one & only visit to the Otsego Club & Resort for the 2009/2010 season.*

***No Refunds Given On Lift Ticket Purchases***

**OTSEGO CLUB ASSUMPTION OF RISK, INDEMNIFICATION AGREEMENT, AND COVENANT NOT TO SUE**

I, \_\_\_\_\_ (print name), hereby acknowledge that I have voluntarily applied to enter on to, the real property owned by Osprey Otsego Properties, LLC ("OOP") and generally known as the Otsego Club ("Otsego Club"). As lawful consideration for being permitted by the OOP and/or the Affiliates (as hereinafter defined) to enter on to the Otsego Club recreational facilities (as hereinafter defined), to use the Otsego Club Recreational Facilities (as hereinafter defined) or any rental equipment, and to engage in or observe the Recreational and Other Activities at the Otsego Club, as either a Member or a Guest, I agree as follows:

- I understand and agree that I have voluntarily applied to engage in the use any one, or more of, the Otsego Club recreational facilities for their respective intended use(s), including, without limitation, the golf course(s), snow tubing and sledding facilities, the skiing hills and trails, the swimming pools, the spas, the seasonal terrain parks (including, but not limited to, jumps, pipes, (collectively the "Otsego Club Recreational Facilities"). **INITIAL** \_\_\_\_\_
- I understand and agree that the Otsego Club Recreational Facilities are operated by one or more of the affiliated companies of OOP, including, without limitation, Osprey Otsego Golf Services, LLC, Osprey Otsego Ski Services, LLC, Osprey Otsego Hotel Services, LLC, Osprey Otsego Food Services, LLC (collectively the "Affiliates"), and that some of the Otsego Club Recreational Facilities have been designed by, and/or equipped by, among others, Neptune Industries, Inc. and its divisions. ("Neptune") **INITIAL** \_\_\_\_\_
- I understand and agree that the term "Recreational and Other Activities" includes any and all activities of any, and every kind whatsoever, including, without limitation, activities directly or in-directly related to the use of any one, or more of the Otsego Club Recreational Facilities, in which I may, or have engaged in while at the Otsego Club Recreational Facilities, whether sponsored by OOP, the Affiliates, and Neptune, or not. **INITIAL** \_\_\_\_\_
- I warrant and represent that I am in good health and there are no special problems associated with any minor entering onto or using the Otsego Club Recreational Facilities, or engaging in the Recreational and Other Activities and the undersigned parent or guardian (if applicable) has left no special instructions regarding any minor that have not been listed on this Acknowledgement of Risk, Release & Indemnity Agreement. **INITIAL** \_\_\_\_\_
- I ACKNOWLEDGE AND UNDERSTAND THAT THE USE OF THE OTSEGO CLUB RECREATIONAL FACILITIES AND ENGAGING IN THE OTSEGO CLUB RECREATIONAL FACILITIES ARE INHERENTLY DANGEROUS AND HAZARDOUS, AND INVOLVE BOTH ANTICIPATED AND UNANTICIPATED RISKS WHICH COULD RESULT IN THE DAMAGE OR DESTRUCTION OF PERSONAL PROPERTY OWNED BY ME, OR OTHER PERSONS, AND/OR PHYSICAL OR EMOTIONAL INJURY, INCLUDING PARALYSIS OR DEATH, OF MYSELF OR OF OTHER PERSONS. THE RISKS INCLUDE, BUT ARE NOT LIMITED TO: BEING STRUCK BY FLYING OR FALLING OBJECTS, CHANGING SNOW AND WEATHER CONDITIONS, MARKED AND UNMARKED OBSTACLES, THE USE OF SKI LIFTS, TRANSPORTATION TO AND FROM THE OTSEGO CLUB RECREATIONAL FACILITIES, ALL OF WHICH CAN RESULT IN PERSONAL INJURY OR DEATH. I RECOGNIZE THAT INJURIES ARE A COMMON AND ORDINARY OCCURRENCE OF USING THE OTSEGO CLUB RECREATIONAL FACILITIES, AND ENGAGING IN THE RECREATIONAL AND OTHER ACTIVITIES. I UNDERSTAND THAT SUCH RISKS CANNOT BE ELIMINATED WITHOUT COMPROMISING THE ESSENTIAL QUALITIES, AND/OR THE NATURAL FEATURES OF THE OTSEGO CLUB RECREATIONAL FACILITIES. **INITIAL** \_\_\_\_\_

**LIFT TICKETS MAY NOT BE ISSUED OR SOLD TO ANY GUESTS WITHOUT FULL COMPLETION OF THIS FORM**

6. I UNDERSTAND AND AGREE THAT I ASSUME THE INHERENT AND EXTRAORDINARY RISKS INVOLVED IN THE RECREATIONAL AND OTHER ACTIVITIES, AS WELL AS, THE USE OF THE OTSEGO CLUB RECREATIONAL FACILITIES, IN WHICH I VOLUNTARILY PARTICIPATE.
7. I FURTHER ACKNOWLEDGE, AGREE, AND UNDERSTAND THAT OOP, THE AFFILIATES, AND NEPTUNE MAKE NO WARRANTY AS TO THE DESIGN, MANUFACTURE, MAINTENANCE, CONDITION OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE OTSEGO CLUB RECREATIONAL FACILITIES OR EQUIPMENT, OR THE AVAILABILITY OR ADMINISTRATION OF MEDICAL TREATMENT OR FIRST AID AND SUPPLIES.
8. I EXPRESSLY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS EXISTING ON THE OTSEGO CLUB RECREATIONAL FACILITIES, OF ENTERING ON TO THE OTSEGO CLUB RECREATIONAL FACILITIES AND IN USING THE SAME, AND IN ENGAGING IN OR OBSERVING THE RECREATIONAL AND OTHER ACTIVITIES, INCLUDING, WITHOUT LIMITATION, ALL RISKS WHICH MAY BE ASSOCIATED WITH AND/OR RESULT FROM MY INVOLVEMENT WITH ANY OF THE OTSEGO CLUB RECREATIONAL FACILITIES AND HEREBY HOLD HARMLESS, RELEASE, INDEMNIFY AND DEFEND OOP, THE AFFILIATES, AND NEPTUNE, TOGETHER WITH THEIR SUBSIDIARIES AND AFFILIATES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, SERVANTS AND EMPLOYEES, OF AND FROM ANY LIABILITY, CLAIMS, DEMANDS, ACTIONS AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME WHILE PARTICIPATING IN THE RECREATIONAL AND OTHER ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, THOSE INJURIES AND DAMAGES CAUSED BY THE NEGLIGENCE AND/OR BREACH OF WARRANTY, EXPRESS OR IMPLIED, ON THE PART OF THE OOP, THE AFFILIATES, AND NEPTUNE. I AGREE THAT I HAVE AFFIRMATIVELY UNDERTAKEN TO INSPECT THE OTSEGO CLUB RECREATIONAL FACILITIES WITH A REPRESENTATIVE OF OOP, OR THE AFFILIATES, TO THE SATISFACTION OF THE UNDERSIGNED PRIOR TO THE USE AND ENJOYMENT THEREOF BY THE UNDERSIGNED, OR I HAVE KNOWINGLY AND INTELLIGENTLY ELECTED NOT TO INSPECT THE OTSEGO CLUB FACILITIES.
9. BY EXECUTION OF THIS RELEASE THE OOP, THE AFFILIATES, AND NEPTUNE SHALL BE INDEMNIFIED FOR ANY INJURY TO OTHER PERSON(S) OR PROPERTY WHICH I MAY CAUSE AS A RESULT OF ENGAGING IN THIS THE RECREATIONAL AND OTHER ACTIVITIES.
10. I AGREE TO ABIDE BY ALL THE OTSEGO CLUB MEMBERSHIP RULES, ALL OTSEGO CLUB RECREATIONAL FACILITIES RULES, ALL LAWS OF THE STATE OF MICHIGAN, INCLUDING, WITHOUT LIMITATION, THE SKI AREA SAFETY ACT (MCLA 408.321, ET SEQ.), ALL RULES PROMULGATED BY OOP, THE AFFILIATES, AND NEPTUNE, AND TO ASSURE THAT MY GUESTS SHALL COMPLY WITH ALL OF THE FOREGOING. **INITIAL** \_\_\_\_\_
11. I UNDERSTAND, AGREE AND AFFIRMATIVELY REPRESENT THAT I HAVE INFORMED ALL OF MY FAMILY MEMBERS AND GUESTS THAT UNLESS AND UNTIL EACH SUCH PERSON ACKNOWLEDGES AND AGREES IN WRITING TO THE TERMS OF THIS ASSUMPTION OF RISK, INDEMNIFICATION AGREEMENT, AND COVENANT NOT TO SUE, THE OTSEGO CLUB RECREATIONAL FACILITIES MAY NOT BE OCCUPIED OR USED, NOR MAY ANYONE ENGAGE IN THE RECREATIONAL AND OTHER ACTIVITIES.
12. I understand that OOP and the Affiliates are under no duty to provide medical treatment to me, my guests, or any minor, however, I authorize the OOP and the Affiliates, and/or their authorized personnel to call for medical care for me, my guests, or any minor, or to transport me, my guests, or any minor to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed for me. I agree that upon my transport to any such medical facility or hospital that OOP and the Affiliates shall not have any further responsibility for me. Further, I agree to pay all costs associated with such medical care and related transportation provided for me and shall indemnify and hold harmless OOP and the Affiliates of and from any costs incurred therein.
13. If I have engaged in any competition, I agree with the premise that as a competitor I am a competitor at all times, whether practicing for competition or in competition. I agree that a competitor is always provided an opportunity to conduct a reasonable visual inspection of the training or race course. I agree and understand that as a competitor I will be held to assume the risk of all course conditions, including, but not limited to, weather and snow conditions, course construction or layout and obstacles.

14. I AGREE THAT I, MY NEXT OF KIN, HEIRS, GUARDIANS, REPRESENTATIVES AND ASSIGNS HEREBY RELEASE AND FOREVER DISCHARGE AND AGREE NOT TO SUE OOP, THE AFFILIATES, AND NEPTUNE FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, EXPENSES, CAUSES OF ACTION, ATTACHMENTS OF PROPERTY, OR LIABILITY OF ANY KIND WHATSOEVER, EVEN IF SUCH CLAIMS, DEMANDS, DAMAGES, EXPENSES, CAUSES OF ACTION, ATTACHMENTS OF PROPERTY, OR LIABILITY RESULT PARTIALLY OR WHOLLY FROM ANY ACT OR ACTS, EVEN ANY NEGLIGENT ACT OR OMISSION TO ACT, INCLUDING NEGLIGENTLY ADMINISTERED, OR OMITTED FIRST-AID OR RESCUE OPERATIONS OR PROCEDURES, BY OOP, THE AFFILIATES, AND NEPTUNE (I UNDERSTAND THAT "OOP, THE AFFILIATES, AND NEPTUNE" INCLUDES ANY AND ALL OFFICERS, DIRECTORS, ATTORNEYS, AGENTS, EMPLOYEES, CONTRACTORS, VOLUNTEERS, GUESTS AND AFFILIATED INDIVIDUALS OR ORGANIZATIONS OF EACH.)
15. I acknowledge and agree that this Agreement shall be interpreted and enforced under the laws of the State of Michigan, and that the venue for any action or proceeding shall be in the Circuit Court for the County of Otsego in the State of Michigan, without regard for any conflict of law rules of any other state.
16. I FURTHER ACKNOWLEDGE AND AGREE AND REPRESENT THAT IT IS MY UNDERSTANDING AND INTENT THAT THIS AGREEMENT, AND ANY SIGNED WRITTEN AMENDMENTS OR MODIFICATIONS TO IT, SHALL REMAIN IN FULL FORCE AND EFFECT FROM THE DATE OF EXECUTION AND EVER AFTER, AND SHALL BE APPLICABLE TO EACH AND EVERY OCCASION THAT I OR MY GUESTS ENTER ONTO, OR USE, THE OTSEGO CLUB RECREATIONAL FACILITIES, OR EQUIPMENT, OR ENGAGE IN, OR OBSERVE RECREATIONAL AND OTHER ACTIVITIES.
17. In the event any section of this release is found to be unenforceable, the remaining terms shall be fully enforceable.
18. This release shall be binding to the fullest extent permitted by law.
19. This Release shall be binding upon my assignees, subrogors, distributees, heirs, next-of-kin, executors, personal representatives, and administrators and may be pled by OOP, the Affiliates, and Neptune as a complete bar and defense against any claim, demand, action or causes of action by or on behalf of the me, my guests, or any minor.
20. I HAVE CAREFULLY READ THIS "ACKNOWLEDGEMENT OF RISK, RELEASE & INDEMNITY AGREEMENT" AND FULLY KNOW ITS CONTENTS. I ACKNOWLEDGE THAT NO OTHER INDUCEMENT, ASSURANCE OR GUARANTEE HAS BEEN MADE TO ME IN CONSIDERATION OF MY SIGNING THIS AGREEMENT, WHICH I SIGN VOLUNTARILY AND OF MY OWN FREE WILL. I FURTHER ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT MAY BE AMENDED OR MODIFIED ONLY BY A WRITING SIGNED BY ME AND BY AN AUTHORIZED AGENT OF THE OOP. **INITIAL** \_\_\_\_\_
21. I UNDERSTAND THAT BY MY SIGNATURE I AM GIVING UP SUBSTANTIAL RIGHTS, THAT I AM AGREEING NOT TO SUE OOP, THE AFFILIATES, AND NEPTUNE, AND RELEASING AND HOLDING HARMLESS OOP, THE AFFILIATES, AND NEPTUNE OF ALL LIABILITY, AND INDEMNIFYING OOP, THE AFFILIATES, AND NEPTUNE, FROM ALL LIABILITY ARISING OUT OF THE USE OF THE OTSEGO CLUB RECREATIONAL FACILITIES, OR ENGAGING IN THE RECREATIONAL AND OTHER ACTIVITIES, BY THE UNDERSIGNED, THE MEMBERS OF MY FAMILY, MY MINOR CHILDREN, AND ALL OF MY GUESTS, INCLUDING, WITHOUT LIMITATION, ALL MINORS. I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO MAKE AND ENTER INTO THIS AGREEMENT. **INITIAL** \_\_\_\_\_