



# MOUNTAIN CREEK

**Mountain Creek is Bringing the Fun to Your Child's School with the Riglet PE Program for Pre-K through 2<sup>nd</sup> Grade Students!**

To the Parents/Guardians of Pre-K through 2<sup>nd</sup> Grade Students:

Your child is being given the unique opportunity to participate in the Burton Riglet Snowboarding Physical Education Program or "**Riglet PE Program**" presented by **Mountain Creek Snowboard and Ski School** during their gym class between November 26<sup>th</sup> and November 30<sup>th</sup>.

Mountain Creek's **Riglet PE Program** is designed to give these students a safe and fun indoor introduction to snowboarding, a sport which encourages children to be active and remain physically fit during the winter months. It is completely free of charge and takes place at school during normal gym class times (the program is designed to be completed within a single gym class). We use specialized mini indoor "snowboards" and highly trained instructors to work on balance, body movement, flexibility, and core strength. Our instructors are specifically focused on making sure the children enjoy the process of successfully learning an outdoor sport in a comfortable indoor environment. This program is designed for children of all abilities.

All participating children will receive a certificate of completion and some fun promotional items from Mountain Creek. As our gift to you, we will also offer discounts to our Kid's programs at Mountain Creek this winter for all the children who participated in the **Riglet PE Program**.

Attached you will find a participation waiver and photo release form as we sometimes take photos and/or videos during the program session. Please fill out the release and return to the school with your child. We will only film/photograph those students who have permission to be filmed and/or photographed.

If you have any questions or concerns about this program, please feel free contact me. We look forward to working with your children.

Sincerely,

**Timothy Stone** / Snow Sports School Director  
[tstone@mountaincreek.com](mailto:tstone@mountaincreek.com)

mobile: 862.849.7438 / office: 973.864.6322



**Student Name:** \_\_\_\_\_

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

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

**DOB:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_ **Parent Email:** \_\_\_\_\_

Mountain Creek respects your privacy. For more information please go to [www.mountaincreek.com/privacy](http://www.mountaincreek.com/privacy)

**MOUNTAIN CREEK RESORT FULL AND COMPLETE RELEASE OF LIABILITY AND INDEMNITY AGREEMENT**

**ANY PERSON PARTICIPATING IN THE RIGLET PE PROGRAM MUST READ, SIGN AND AGREE TO THE FOLLOWING**

**THIS AGREEMENT** is made between **SNOW CREEK, LLC D/B/A MOUNTAIN CREEK RESORT**, its representatives, agents officers, directors, servants and employees (collectively referred to as "MOUNTAIN CREEK"), and the undersigned (referred to as "I"). MOUNTAIN CREEK AND I agree as follows:

I represent and warrant as follows: (a) I am an individual over the age of 18 years of age, or if a minor, that the undersign has the authority to enter into this contract on behalf of said MINOR and on behalf of any other parent or guardian of said MINOR; (b) I desire to participate in the Riglet PE Program; (c) I understand and acknowledge that this activity could involve risks of physical injury while participating; (d) I assume all of the risks involved in taking part in this activity; and (e) I understand that I can decline to participate in any activity at any time, for any reason.

I authorize Mountain Creek, to record and reproduce my image and/or performance for the use in the company promotional materials including commercials, travel videos, brochures and any other related materials. Additionally, I agree that Mountain Creek shall have the right to distribute the promotional materials to any and all television, video outlets, publishers and/or printers in the universe, and that Mountain Creek shall be the owner of such materials.

I EXPRESSLY AGREE, as a condition of being allowed to participate, that I do freely accept and voluntarily assume ALL RISKS of personal injury or death or property damage, and **FULLY RELEASE MOUNTAIN CREEK**, to the greatest extent permitted by law, FROM ANY AND ALL POSSIBLE CLAIMS AND LIABILITY for personal injury, death or property damage arising out of or resulting from my participation in this program. I UNDERSTAND AND ACKNOWLEDGE THAT THE CLAIMS BEING RELEASED HERUNDER INCLUDE, WITHOUT LIMITATION, CLAIMS BASED UPON OR IN ANY WAY RELATED TO THE NEGLIGENCE OF MOUNTAIN CREEK.

**ON BEHALF OF MINORS.** I have signed this agreement on behalf of the minor. To the fullest extent permitted by law, I agree to DEFEND, INDEMNIFY AND HOLD HARMLESS MOUNTAIN CREEK from any and all claims, suits, costs and expenses including attorneys' fees for personal injury, death or property damage from and/or on behalf of said minor, even after the minor has attained majority, and/or claims from injured third parties arising out of or resulting from said minor's conduct or related their participation.

**I CONTRACTUALLY AGREE** that any and all disputes between myself and Mountain Creek arising from my participation, including any claims for personal injury and/or death, will be **GOVERNED BY THE LAWS OF THE STATE OF NEW JERSEY** and the **EXCLUSIVE JURISDICTION** thereof will be in the state courts of **THE STATE OF NEW JERSEY** and venue in the state court shall be in **Sussex County**.

I, the undersigned, **HAVE READ AND UNDERSTAND** the terms of the above and the **FULL RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT** which is an essential part of it. I am signing it freely and of my own accord, realizing **IT IS BINDING** upon myself, my heirs and assigns, and, in the event that I am signing it on behalf of any minors, that I have full authority to do so, realizing its **BINDING EFFECT** on them as well as myself.

If any part of this agreement is deemed unenforceable, the remainder shall be an enforceable contract between the parties.

**I AM AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT I AM RELEASING LEGAL RIGHTS BY SIGNING IT.**

Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

\_\_\_\_\_  
PRINT NAME OF PARENT/GUARDIAN (IF MINOR)

\_\_\_\_\_  
SIGNATURE OF PARENT/GUARDIAN (IF MINOR)