

RELEASE OF LIABILITY, WAIVER OF CLAIMS, WARNING, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THE EFFECT OF THIS AGREEMENT MAY VARY FROM JURISDICTION TO JURISDICTION.

PLEASE READ CAREFULLY!

“Activity” or “Activities” means skiing, snowboarding, ski/ride racing/competition, ski/ride school classes/clinics/lessons, guided tours, participation in special events, hiking, uphill and any other use of Resort property or facilities, including, but not limited to, the use of terrain parks and features, chairlifts and other conveyances, buildings and premises, food and beverage and retail locations, use of Rental Equipment, ski/snowboard tuning and repair, vehicles, sidewalks, stairways, trails, parking lots, mountain coaster, alpine slide, ice skating, zip lines, climbing walls, trampolines and other amusement events or features, and Resort tubing areas.

“Agreement” means this “Release of Liability, Waiver of Claims, Warning, Assumption of Risk and Indemnity Agreement.”

“Equipment” means all equipment offered for use by Resorts including, but not limited to, rental skis or snowboard, boots, bindings, helmets, ski bikes, ice skates, tubing or exercise equipment or any other equipment.

“Minor” or “Minor Participant” means the minor(s) participant(s) named below.

“Releasers” means all participants signing this Agreement, as well as all participants on behalf of whom any signatory below is signing this Agreement, including without limitation Minor Participants. Releasers includes without limitation “you”, “I”, and “me” as used in this Agreement.

“Resort” or “Resorts” means the participating ski areas and resorts at which the pass product is valid and accepted and/or where the Releasers participate in Activities, including without limitation Alpine Meadows Ski Resort, Alta Ski Area, Aspen Highlands, Aspen Mountain, Banff Ski School Limited dba SkiBig3, Bear Mountain, Big Sky Resort, Blue Mountain, Boyne Highlands, Boyne Mountain, Brighton, Buttermilk, CMH Heli-Skiing and Summer Adventures, Copper Mountain, Coronet Peak, Crystal Mountain, Cypress Mountain, Deer Valley Resort, Eldora Mountain Resort, Jackson Hole Mountain Resort, June Mountain, Killington Ski Resort, Loon Mountain Resort, Mammoth Mountain Ski Area, Mt Hutt, Mont Tremblant Resort, Niseko United, Norquay Mystic Ridge, Snow Summit Ski Area, Snowbird, Snowmass, Snowshoe Mountain, Solitude Mountain Resort, Squaw Valley Ski Resort, Steamboat Ski Resort, Stratton Mountain, Sugarbush Resort, Sugarloaf, Sunday River, Sunshine Village, Revelstoke Mountain Resort, Taos Ski Valley, The Lake Louise Ski Area, The Remarkables, The Summit at Snoqualmie, Thredbo, Valle Nevado, Winter Park Resort, and any other ski resort at which Releasers participate in Activities using this pass product and/or any other resort or facility that may be accessed by use of or in connection with this pass product.

Be advised: You must sign this Agreement in order to purchase a season/frequency pass (the “Pass”) to access the Resorts at discounted pricing from the day ticket price and/or to participate in certain Activities at the Resorts.

I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY ME OR BY THE RELEASERS AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE RESORT. THIS AGREEMENT CANNOT BE MODIFIED. I UNDERSTAND THAT THIS AGREEMENT WILL APPLY EVERY TIME I OR ANY RELEASOR ENGAGES IN AN ACTIVITY AT A RESORT WITHOUT REQUIRING ME TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY, EACH SEASON AND/OR EACH ACTIVITY.

I understand and accept that the Activities are HAZARDOUS and involve risks of physical injury that may include death. By signing below, I expressly agree to accept all dangers and risks associated with the Activities, including those risks that are not expressly listed in this Agreement, and including those risks that are both known and unknown to me, whether or not they are inherent risks. RECOGNIZING AND ACCEPTING THE RISKS, I VOLUNTARILY CHOOSE TO TAKE PART IN THE ACTIVITY(IES) AND/OR VOLUNTARILY CHOOSE TO ALLOW RELEASORS TO TAKE PART IN THE ACTIVITY(IES).

I, on my own behalf and on behalf of all Releasers, understand, accept and agree that the Activities involve numerous hazards and risks including, but not limited to, unpredictable and/or variable snow and/or weather conditions, extreme cold, frostbite, hypothermia, high elevation, wildlife and domestic animal encounters, exposure to the elements, lack of shelter, falling trees and limbs, marked and unmarked obstacles, natural or manmade features or objects, snow immersion, deep snow conditions, tree wells, unstable ice and snow, including but not limited to slides and avalanches, slick or uneven walking surfaces, changes or variations in terrain or snow conditions, surface and subsurface conditions, rugged mountainous terrain, cliffs, collisions with other participants, snowmobiles, snowmaking and snow-grooming equipment or other vehicles or property, operation of snowmaking equipment which may create blind spots or areas of reduced visibility, structures, acts of other skiers/snowboarders, carelessness and misjudgments on the part of other participants, Releasers, or Resort staff, including failure to follow applicable rules, policies and procedures, use of gondolas, chairlifts, rope or other tows, and moving carpets which may involve entanglement with equipment, objects, or other skiers/snowboarders, errors in loading/unloading, and equipment malfunction or breakdown.

I, on my own behalf and on behalf of all Releasers, understand, affirm, and agree that I/We: (i) have the physical fitness and dexterity and the knowledge required to safely load, ride and unload the gondolas, chairlifts, rope or other tows, and moving carpets; (ii) falls and collisions occur, and injuries are a common and ordinary occurrence of the Activities; (iii) shall obey all signs, markings and warnings posted at the Resort, and all applicable laws and regulations; (iv) understand that entering or skiing or snowboarding in a "CLOSED" area may be illegal and/or result in revocation of the Pass; (v) skiing or snowboarding off of designated trails (as indicated on a Resort's trail map), may be more dangerous to me and others than skiing or snowboarding on designated trails; (vi) there are risks involved in decision-making and conduct of other skiers and snowboarders, and Resorts' employees, involved with the Activity, including, but not limited to, the risks involved with rescue operations and/or medical care conducted or provided by Resort personnel or third parties inside or outside of Resort boundaries, risks associated with decisions made by Resort personnel to open and/or close terrain, and the risk that an instructor/guide/coach may misjudge weather, trail conditions, route/terrain selection, or some aspect of Releaser's abilities, conditioning, mental, emotional or physical condition that may make a certain portion of the Activity appropriate or inappropriate for the Releaser; and (vii) snowmobiles, snowmaking and snow-grooming equipment or other vehicles or property, structures or signage may be encountered at any time and that I/We must be alert for and avoid these. Further, I/We accept the responsibility of maintaining deliberate and conscious control at all times while skiing or snowboarding.

I, on my own behalf and on behalf of all Releasers, agree to inspect before use all Equipment. I, on my own behalf and on behalf of all Releasers, **understand and agree that I may not be available or present when my or Minor's Equipment is fitted and adjusted and hereby waive the opportunity to verify the helmet size and fit and binding settings and authorizes employees of the Resorts to fit the helmet size and binding settings.** I understand and agree that, although Releasers may be wearing a helmet, **a helmet cannot guarantee Releaser's safety** and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. **I understand and agree that bindings may not release at all times or under all circumstances where release may prevent injury or death. It is not possible to predict every situation in which bindings will or will not release.** I, on my own behalf and on behalf of all Releasers accept for use "AS IS" any Equipment Releaser uses for an Activity and to return either before use or promptly after discovery, for replacement or repair, any Equipment believed by Releaser to be damaged or defective in any way. I, on my own behalf and on behalf of all Releasers, accept full responsibility for the care of the Equipment used for an Activity and agree that I, on my own behalf and on behalf of all Releasers, will be responsible for the replacement at full retail value of any Equipment damaged or not returned.

If applicable, I agree to read to, or to have Minor or other Releasers read, and to explain to Minor or other Releasers, if necessary, all posted signs, markings, and warnings, including instructions on the use of gondolas, chairlifts, rope or other tows, moving carpets.

In consideration for the Resorts issuing the Pass(es) and permitting me and all Releasers to participate in the Activities, and with knowledge of the risks and dangers involved, **I AGREE** on my own behalf and on behalf of all Releasers to: (1) **ASSUME ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY OR DEATH** to me and all Releasers while engaged in, or as a result of participating in, any Activity; (2) **WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIM OR FILE ANY ACTIONS** against the United States Department of Agriculture Forest Service, City and County of Denver, CO, Winter Park Recreational Association, any of the Resorts, and any of their owners, landlords, operators, parents, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, employees, volunteers, agents and insurers (the "Released Parties") that are based on, arise or result from in whole or in part, use of the Pass or participation in any Activities, and without limitation claims arising out of or resulting from **ALLEGED OR ACTUAL NEGLIGENCE, BREACH OF ANY STATUTORY DUTY**, where legally permissible, **BREACH OF CONTRACT, OR BREACH OF WARRANTY** by any of the Released Parties, and if the alleged incident occurred in Ontario or British Columbia, any duty of care owed under the **Occupiers Liability Act**; (3) **INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES HARMLESS** from any and all claims, demands, actions, causes of action, losses or liabilities whatsoever arising from or related to participation in any Activity, and any loss, damage or injury, including death, that may be sustained by me or any of the Releasers, or caused to others or their property by me or by the Releasers, or brought by me or by the Releasers. I agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Released Party in defending an investigation, claim or suit brought on my or any Releasers behalf as a result of my or any Releaser's participation in an Activity. **I understand and agree that by accepting this Agreement on behalf of any person other than myself, I am representing and warranting that I am legally authorized to execute this Agreement as either the parent or legal guardian of that person and/or Minor Participant(s), or that I have been given the express authority and permission from that other person to accept the terms and conditions of this Agreement on each of their behalf, and I further understand that by doing so I am agreeing to PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties from and against any and all claims brought by or on behalf of the Minor Participant(s), or any person on whose behalf I have executed this Agreement, should they refuse to accept or carry out the terms and conditions of this Agreement.**

In consideration for accessing the facilities of any of the Resorts, I agree on behalf of myself and all Releasers that, to the fullest extent permitted by law, **ALL** claims arising from or related to any Activity, including for injury to person or property and/or death, and this Agreement, shall be **GOVERNED BY THE LAW OF THE STATE if in the United States, or PROVINCE in Canada, as applicable, where an alleged incident occurred**, without regard to any conflicts of law principles, and that **EXCLUSIVE JURISDICTION** in the United States shall be in the **local State Court or Federal Court residing where an alleged incident occurred, and if in Canada, the relevant court in the Province where an alleged incident occurred. I VOLUNTARILY AND**

IRREVOCABLY WAIVE ON BEHALF OF MYSELF AND ALL RELEASORS ANY OBJECTION TO SUCH LAW AND JURISDICTION

I agree on behalf of myself and all Releasers to grant to the Resorts and their advertising and promotion agencies, acting on their behalf, the right to use and publish worldwide and in perpetuity, in any and all forms of media now known or hereafter devised, including without limitation online and in social media, without approval or compensation, my and the Releasers' images and/or performances captured at any Resort location.

This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be void or unenforceable as a matter of law, it shall be deemed severed from this Agreement, and the remaining terms shall survive and remain in full force and effect. **I REPRESENT AND ACKNOWLEDGE THAT A) I HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT UNDER APPLICABLE LAW; AND B) IF A PARENT, LEGAL GUARDIAN, SPOUSE OR OTHER REPRESENTATIVE, THAT I AM LEGALLY AUTHORIZED TO SIGN AND THAT I AM SIGNING THIS AGREEMENT ON BEHALF OF OTHER RELEASOR(S) NAMED BELOW, AND THAT OTHER RELEASOR(S) WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. I UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF OTHER RELEASOR(S), OTHER RELEASOR(S) SHALL NOT PARTICIPATE IN ANY ACTIVITY COVERED BY THIS AGREEMENT.** This Agreement shall be binding upon my and each Releasor's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

I understand that the Pass is NOT TRANSFERABLE and CANNOT BE RESOLD, and that each of the Resorts have the right to confiscate or revoke the Pass if, in a Resort's sole judgment and discretion, I or any Releasor, acts in any manner that endangers or may endanger the safety of me or another person; violates the law; provides ski lessons, guided tours, or other services at the Resort for compensation without express authorization from the Resort; uses the Pass in a fraudulent manner; or engages in misconduct or creates a nuisance. I and all Releasers further understand that such acts may also be prosecuted as a criminal offense, as applicable. I acknowledge the affirmative duty to immediately notify the issuer if a Pass is lost or stolen.

WHEN YOU SKI IN CALIFORNIA, THE FOLLOWING SHALL APPLY:

This Agreement shall apply to and cover any and all damages, and other claims or rights of action, whether known, unknown, speculative or ascertained in the future, and I and all Releasers expressly waive all rights under section 1542 of the Civil Code of the State of California, which provides as follows: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

I am advised, understand and agree that sections 602(r) and 653i of the California Penal Code shall apply to me, if applicable. I also agree that any action under this Agreement shall be governed by California law, with exclusive jurisdiction in the Superior Court of the County where the alleged incident occurred.

WHEN YOU SKI IN COLORADO, THE FOLLOWING SHALL APPLY:

I understand and agree that under Colorado law any person using a ski area for the purpose of skiing, which includes, without limitation, sliding downhill or jumping on snow or ice on skis, a toboggan, a sled, a tube, a snowbike, a snowboard or any other device; or for the purpose of using any of the facilities of a ski area, including but not limited to ski slopes and trails is considered a "skier" and, further, that Colorado law provides that a skier using the facilities of a ski area assumes certain "inherent dangers and risks of skiing" as defined in the Colorado Ski Safety Act (the "CO Act"). **IN ADDITION I ACKNOWLEDGE, UNDERSTAND AND AGREE THAT BY SIGNING THIS AGREEMENT, ON BEHALF OF MYSELF AND, IF APPLICABLE, ON BEHALF OF THE OTHER RELEASORS, I AND THEY ARE VOLUNTARILY ASSUMING ALL DANGERS AND RISKS OF SKIING, INHERENT OR OTHERWISE, AND ARE WAIVING RIGHTS, AND RELEASING CLAIMS IN CONNECTION WITH DANGERS AND RISKS ABOVE AND BEYOND THOSE ADDRESSED BY THE CO ACT.**

WHEN YOU SKI IN MONTANA, THE FOLLOWING SHALL APPLY:

By signing this document you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the sport or recreational opportunity or for any injuries or damages you may suffer due to the provider's ordinary negligence that are the result of the provider's failure to exercise reasonable care.

WHEN YOU SKI IN NEW MEXICO, THE FOLLOWING SHALL APPLY:

Each Participant/Releasor agrees the exclusive remedy against the Resort is the New Mexico Ski Safety Act (NMSA 24-15-1 et seq) and that they are bound by its terms, and that they should obtain health, accident and life insurance **BEFORE** participating in the Activities.

WHEN YOU SKI IN QUEBEC, THE FOLLOWING SHALL APPLY:

I agree that I and each Releasor will comply with the Mountain Code of Conduct and all other regulations and safety rules enforced by the Resort. . I hereby waive my right to terminate this Agreement pursuant to Section 2125 of the Civil Code of Quebec. I and each Releasor agrees to this Agreement's terms and conditions as drafted in the English language. Je consens à ce que cette entente soit rédigée en anglais.

WHEN YOU SKI IN WYOMING, THE FOLLOWING SHALL APPLY:

WARNING. Under Wyoming law, a skier assumes the inherent risks of skiing and is legally responsible for damage, injury or death to person or property that results from the inherent risks of skiing.

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. By clicking "I AGREE" below, I warrant THAT I HAVE THE AUTHORITY AND EXPRESS CONSENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF ALL OTHER RELEASORS NAMED IN THIS AGREEMENT.

SIGNATURE _____ **DATE** _____