



WINTER ACTIVITIES PARTICIPANT'S RELEASE

NAME OF PARTICIPANT:	
(Check one) <input type="checkbox"/> Male <input type="checkbox"/> Female	
Phone:	E-Mail:

In consideration of **Snow Summit, Inc.**, its sponsors, vendors, contactors and their respective employees, officers, owners, directors, volunteers, agents, representatives, affiliates and related corporations (hereinafter "SUMMIT"), selling Participant (and Parent or Legal Guardian if Participant is a minor) a discounted lift ticket, and for generally allowing Participant to engage in winter activities at the Snow Summit or Bear Mountain resorts (collectively "Resorts"), including but not limited to participation in snow sports lessons, it is agreed on behalf of Participant and for his/her heirs, assigns and representatives, (hereinafter collectively "Participant") that:

I. GENERAL CONDITIONS

1. ASSUMPTION OF RISK - Winter Activities

Participant (and Parent or Legal Guardian if Participant is a minor) is aware that participation in winter activities, particularly **THE SPORT OF SNOW SLIDING IN IT'S VARIOUS FORMS, including taking lessons and the use of all types of snow-sliding equipment; the use of all Terrain Features or Half Pipes; any intentional or unintentional jumping at any location; and the use of chairlifts or surface tows, including the risks associated with loading, riding and unloading ski lifts and surface tows,** in a mountainous environment where snow, ice, sudden storms, or other dangers may be present at any time, **INVOLVE RISKS OF PROPERTY DAMAGE, INJURY OR DEATH** that no amount of care, caution, instruction or expertise can eliminate. All of the foregoing are collectively "Winter Activities." **PARTICIPANT** (and Responsible Adult if Participant is a minor) **FREELY AND FOREVER ASSUMES ANY AND ALL RISKS arising from or related to any Winter Activities or any use of the Resorts' facilities, INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT**, whether or not the actual risk is known or unknown to Participant (or to Parent or Legal Guardian if Participant is a minor) at the time of executing this release and waiver agreement.

_____ [Initials: Participant] _____ [Initials of Parent/Legal Guardian if Participant is under 18]

2. ASSUMPTION OF RISK – Mountainous Winter (Alpine) Conditions

In addition to the above risks of Winter Activities, Participant (and Parent or Legal Guardian if Participant is a minor) understands and accepts that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, sleet, hail and ice, and elements such as snow, ice or various forms of natural debris (mud, gravel, pine needles, etc.) may be present, such that **DRIVING A VEHICLE, WALKING OR OTHER DAILY ACTIVITIES**, particularly in ski boots or snowboard boots, may become **DANGEROUS**. In addition, **PARTICIPANT** (and Parent or Legal Guardian if Participant is a minor) understands and accepts that snow, ice and natural debris can be transported to other surfaces by weather conditions or on boots or on snow-sliding equipment often enough that Summit cannot always promptly remove those items either inside or outside the buildings. All of the foregoing are collectively considered "Alpine Conditions." **PARTICIPANT** (and Parent or Legal Guardian if Participant is a minor), **FREELY AND FOREVER ASSUMES any and ALL RISKS with regard to encountering any Mountainous Winter (Alpine) Conditions, whether outside or inside the buildings, INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT.**

_____ [Initials: Participant] _____ [Initials of Parent/Legal Guardian if Participant is under 18]

3. RELEASE FROM LIABILITY, COVENANT NOT TO SUE

PARTICIPANT (and Parent or Legal Guardian if Participant is a minor) **AGREES TO FOREVER DISCHARGE AND RELEASE SUMMIT FROM ANY AND ALL LEGAL LIABILITY and TO NOT SUE SUMMIT** for any injuries, death or property damage arising from or relating to any use of SUMMIT's facilities, including but not limited to participation in any Winter Activities or the existence of Alpine Conditions at Resorts, and **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF SUMMIT'S ALLEGED NEGLIGENCE.**

_____ [Initials: Participant] _____ [Initials of Parent/Legal Guardian if Participant is under 18]

4. INDEMNITY AND DEFENSE:

Participant (and Parent or Legal Guardian if Participant is a minor) further agrees for himself/herself and his/her heirs, assigns and representatives to **INDEMNIFY AND HOLD SUMMIT HARMLESS** for any and all losses, claims, or proceedings of any kind, including but not limited to any claims or proceedings which may be initiated by Participant or by any other person or organization on Participant's behalf, and including but not limited to any and all damages, judgments, costs, loss of services, or expenses and all attorney fees incurred by SUMMIT arising from or related to any of the activities contemplated by this agreement, **including those caused by SUMMIT'S own negligence.**

_____ [Initials: Participant] _____ [Initials of Parent/Legal Guardian if Participant is under 18]

5. PHOTOGRAPH AND MEDIA RELEASE

Participant (and Parent or Legal Guardian if Participant is a minor) grants permission to **SUMMIT** to use Participant's image appearing in any photographs, videotape, motion picture or any other media for any of **SUMMIT's** advertising, promotional or commercial purposes whatsoever, in perpetuity throughout the world.

_____ [Initials: Participant] _____ [Initials of Parent/Legal Guardian if Participant is under 18]

II. RELEASE and SEVERABILITY

PARTICIPANT (and Parent or Legal Guardian if Participant is a minor) has read and understands this Agreement and **is aware that this contract is legally binding and that Participant is releasing legal rights for themselves and their heirs by signing it.** Participant (and Parent or Legal Guardian if Participant is a minor) is not relying upon any oral representations nor upon any written representations other than what is set forth herein to sign this document. Participant (and Parent or Legal Guardian if Participant is a minor) further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by law but is not intended to assert any claims or defenses which are prohibited by law. If any portion or paragraph of this agreement is held invalid, the balance shall continue in full legal force and effect.

Participant Signature: _____ Date: _____ Birthdate: _____ Age: _____

THIS SECTION IS REQUIRED IF THE PARTICIPANT IS A MINOR

I am signing for a minor. I confirm that I am authorized to do so and agree to be bound by all terms and conditions of the foregoing agreement. I will be responsible to defend, indemnify and hold SUMMIT harmless from any and all claims or suits arising from the minor's property damage, injuries or death from any of PARTICIPANT's use of the Resorts' facilities, the use of any rented equipment, or PARTICIPANT's presence at the Resorts, INCLUDING those claims or suits arising from or related to ANY ALLEGED NEGLIGENCE OF SUMMIT.

Name	Phone Number	Driver's License
Address	City	State Zip
Signature of Parent or Legal Guardian	Date	Birthdate / Age