

**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, participation in special events, hiking, uphill and any other use of Resort property or facilities, including the use of terrain parks and features, chairlifts and other conveyances, buildings and premises, food and beverage and retail locations, rental Equipment, vehicles, sidewalks, trails, parking lots, mountain coaster, alpine slide, ice skating, zip lines, climbing walls and Resort tubing areas.

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

"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, including without limitation Alpine Meadows Ski Resort, Alta Ski Area, Aspen Highlands, Aspen Mountain, Bear Mountain, Big Sky Resort, Blue Mountain, Buttermilk, Copper Mountain, Deer Valley Resort, Eldora Mountain Resort, Jackson Hole Mountain Resort, June Mountain, Killington Ski Resort, Loon Mountain Resort, Mammoth Mountain Ski Area, Mont Tremblant Resort, Snow Summit Ski Area, Snowbird, Snowmass, Snowshoe Mountain, Squaw Valley Ski Resort, Steamboat Ski Resort, Stratton Mountain, Sugarloaf, Sunday River, Winter Park Resort, and any other ski resort at which Releasers participate in Activities and/or any other resort or facility that may be accessed by use of or in connection with this pass product.

Be advised: You are not obligated to sign this Agreement in order to participate in Activities at any of the Resorts. **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. If you do not wish to sign this Agreement, you may purchase a day ticket at any of the Resorts, any outlet that sells day tickets, or through a website where they are offered.**

**I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY ME OR BY THE RELEASORS 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 THE ACTIVITY AT THE 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 AND/OR VOLUNTARILY CHOOSE TO ALLOW RELEASORS TO TAKE PART IN THE ACTIVITIES.**

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 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 participants and 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 an 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, the risks associated with decisions made by Resort personnel to open and/or close terrain 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 offered for use by Resorts including, but not limited to, rental skis or snowboard, boots, bindings, helmet, ski bike, ice skates, tubing or exercise equipment or any other equipment (the "Equipment"). I, on my own behalf and on behalf of all Releasers, understand and agree that I may not be available or present when the Minor's Equipment is fitted and adjusted and hereby waive the opportunity to determine the helmet size and fit and binding settings and authorizes employees of the Resorts to verify the helmet size and fit and binding settings. I understand and agree that, although Releasers may be wearing a helmet, a helmet cannot guarantee Releasers' 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 release. I, on my own behalf and on behalf of all Releasers accept for use "AS IS" any Equipment Releasers uses for an Activity and to return either before use or promptly after discovery, for replacement or repair, any Equipment believed by Releasers 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, and 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 CONTRACT, OR BREACH OF WARRANTY by any of the Released Parties, and if the alleged incident occurred in Ontario, 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 Releasor'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**

