

WINTER ACTIVITIES PARTICIPANT'S AGREEMENT

In consideration of Snow Summit, Inc. and/or Sierra Summit, Inc., their respective employees, officers, owners, directors, affiliates and related corporations (hereinafter "Summit"), allowing ("Participant") _____, to participate in winter activities, including but not limited to Summit's snow sliding in its various forms activities, it is agreed on behalf of Participant and for his/her heirs, assigns and representatives, (hereinafter collectively "Participant") that:

1. ASSUMPTION OF RISK - Winter Activities

Participant is aware that participation in winter activities generally and particularly **THE SPORT OF SNOW SLIDING IN IT'S VARIOUS FORMS** (including the use of Alpine, Snowboard, Telemark, or Cross-Country equipment; specialized disabled snow sliding equipment; or other snow sliding equipment; the use of Freestyle Parks, Terrain Features or Half Pipes; any intentional or unintentional jumping at any location; and the use of chairlifts or surface tows) **INVOLVE INHERENT RISKS OF PROPERTY DAMAGE, INJURY OR DEATH** that no amount of care, caution, instruction or expertise can eliminate. Such dangers include, but are not limited to, variations in terrain and surface conditions, falls, loss of control and collisions with other snow sliders or with natural and man-made objects. Such risks and dangers are recognized and accepted whether they are marked or unmarked. **PARTICIPANT FREELY ASSUMES ANY AND ALL SUCH RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT.**

INITIALS

2. ASSUMPTION OF RISK - Alpine Conditions

In addition to the above risks, Participant 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, such that **WALKING OR OTHER DAILY ACTIVITIES** may become **DANGEROUS**. **PARTICIPANT FREELY ASSUMES ANY AND ALL SUCH RISKS, INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT.**

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3. RELEASE FROM LIABILITY AND COVENANT NOT TO SUE

In consideration for being permitted to participate in winter activities at Summit, **PARTICIPANT AGREES TO FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE SUMMIT** for any injuries or property damage caused by or resulting from any access to Summit's premises or participation in any winter activities, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF SUMMIT'S ALLEGED NEGLIGENCE.**

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4. INDEMNITY AGREEMENT

Participant agrees for himself/herself and his/her heirs, assigns and representatives to **INDEMNIFY AND HOLD HARMLESS SUMMIT** from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated by Participant or by any other person or organization on Participant's behalf, including demands for damages, judgments, costs, loss of services, or expenses, arising from the activities contemplated by this agreement, including but not limited to reasonable attorney fees incurred by **SUMMIT**.

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5. PHOTOGRAPH AND MEDIA RELEASE

Participant 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 or promotional purposes whatsoever, in perpetuity throughout the world.

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PARTICIPANT IS AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT HE/SHE IS RELEASING LEGAL RIGHTS FOR HIMSELF/HERSELF AND HIS/HER HEIRS BY SIGNING IT.

PARTICIPANT FURTHER EXPRESSLY AGREES THAT THE FOREGOING AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW AND THAT IF ANY PORTION OR PARAGRAPH IS HELD INVALID, THE BALANCE SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.

Participant Signature or Signature of Parent,
Guardian or Responsible Party if Participant
is under 18 years of age

Date

Age

Responsible Party Address

City

State

Zip

Responsible Party Telephone No.

IN ADDITION TO THE ABOVE FORM, PLEASE COMPLETE THE FOLLOWING IF PARTICIPANT IS UNDER 18 YEARS OF AGE

CONSENT FOR TREATMENT OF MINOR

My child, (name) _____ (age) _____, has my

permission in the field trip on (date) _____, to Snow/Sierra Summit.

I hereby authorize (name) _____, representing

(organization) _____. To make decisions and

seek any emergency medical treatment: he/she deems necessary for

my child.