



WINTER ACTIVITIES PARTICIPANT'S AGREEMENT

If this Agreement is executed on behalf of a minor (under 18 years old) and the parent or guardian is not present at the resort at the time this Agreement is submitted, such execution must be confirmed by a Notary Public. A valid photo ID is required for participant, parent or guardian at the time Agreement is submitted.

In consideration of Snow Summit, Inc., its employees, officers, owners, directors, affiliates and related corporations (hereinafter "Summit"), allowing ("Participant") _____, to participate in winter activities, including but not limited to Summit's skiing 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 SKIING IN IT'S VARIOUS FORMS** (including the use of Alpine, Snowboard, Telemark, Cross-Country, specialized disabled ski equipment, or other ski equipment; the use of the Super Park, Freestyle Parks 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 skiers 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.**

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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 Snow 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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