

Guest #:

For Office Use Only

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**ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS, WARNING, AND INDEMNIFICATION AGREEMENT
 READ CAREFULLY BEFORE SIGNING – THIS LIMITS YOUR LEGAL RIGHTS**

“Activity” or “Activities” means skiing, snowboarding, ski/ride race competitions, ski/ride school classes/clinics/lessons, special events, programs, demonstrations and performances, strength and endurance training, snowmobiling, uphill, road or mountain biking, any other use(s) of the Resort facilities, courses, or equipment, 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, vehicles, sidewalks, trails, parking lots, ice skating, climbing wall, zipline, bungee trampoline, hiking, tubing, sledding, tobogganing, and/or any other recreational activity at the Resort.

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

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

“Pass” or “Passes” means Bear Mountain Anytime Pass, Bear + Summit Anytime Pass, Bear + Summit Midweek Pass, Mountain Bike Park Access Pass and/or other pass or ticket product for use at the Resorts.

“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 Participant(s). Releasers includes without limitation “you”, “I”, and “me” as used in this Agreement.

“Resort” or “Resorts” means Bear Mountain, Snow Summit Ski Resort, or both.

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 AN ACTIVITY AT THE RESORT WITHOUT REQUIRING ME OR RELEASORS 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 of the Activity. 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.

1. I, on my own behalf and on behalf of all Releasers, understand, accept, and agree that the Activities involve numerous risks including, but not limited to, the risks posed by variations in terrain, snow and weather conditions, extreme cold, frostbite, hypothermia, encounters with wildlife, domestic animals, plants and insects, exposure to the elements, lack of shelter, snow immersion, submersion or drowning in ponds or lakes, deep snow conditions, unstable ice and snow (including, but not limited to, slides and avalanches), slick or uneven walking surfaces, changes or variations in terrain, snow conditions, surface and subsurface snow conditions, icy or firm snow, marked and unmarked obstacles, thin snow cover, bare spots, bumps, moguls, stumps, forest growth and debris, falling trees and limbs, erosion control devices, rocks, cliffs, steep terrain, deep snow, rugged mountainous terrain, cliffs, operation of snowmaking equipment which may create blind spots or areas of reduced visibility, structures, acts of other skiers/snowboarders, and other hazards. I also understand the Activities involve risks posed by loss of balance, loss of control, falling, sliding, slipping, jolting, jarring or shaking (including, but not limited to breaks, sprains, strains, bruises, concussion, and other contusions), risks associated with high elevation (including, but not limited to, anxieties, fears associated with heights, vertigo, dizziness, dehydration, and fatigue) collisions with other skiers or snowboarders and collisions with natural and man-made objects (including, but not limited to, terrain park features, trees, rocks, fences, posts, lift towers, snow making and snow grooming equipment, snowmobiles and other over-snow vehicles), carelessness and misjudgments on the part of participants and staff (including, but not limited to, failure to follow company policies and procedures), and use of 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 acknowledge that it is up to me and/or Minor Participant(s) to have the physical dexterity and knowledge to safely load, ride and unload a lift, and that Minor Participant(s) may use lifts without an adult present. **I expressly agree and accept that all of these risks and dangers are necessary to the Activities.**

2. I, on my own behalf and on behalf of all Releasers, understand, affirm, and agree that: (i) I, and all Releasers, have the physical fitness and dexterity and the knowledge required to safely load, ride and unload the 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) I, and all Releasers, shall obey all signs, markings and warnings posted at the Resort, and all applicable laws and regulations; (iv) I, and all Releasers, 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 all Releasers, 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, as well as 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, and all Releasers, must be alert for and avoid these hazards and risks at all times. Further, I, and all Releasers, accept the responsibility of maintaining deliberate and conscious control at all times while participating in an Activity.

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

4. In consideration for the Resorts issuing the Pass(es) and permitting me and all Releasers to participate in the Activities, and with the 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 Activities; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIM OR FILE ANY ACTIONS against SnowSummit, LLC, Alterra Mountain Company, the United States of America Department of Agriculture Forest Service, and any of their respective owners, operators, parents, members, affiliates, subsidiaries, insurance companies, successors in interest, agents, employees, representatives, assignees, officers, directors and shareholders (each a “Released Party” and collectively referred to as “Released Parties”) for any property damage, injury or loss, including death, which arises in whole or in part out of my and/or Minor Participant’s participation in the Activities or use of the Pass, including without limitation those claims based on Released Parties alleged or actual NEGLIGENCE, BREACH OF ANY CONTRACT AND/OR EXPRESS OR IMPLIED WARRANTY; (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 of the Activities, and any loss, damage or injury, including death, that may be sustained by me or any of the Releasors, or caused by others or their property by me or to the Releasors, or brought by me or by the Releasors. 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 Releasors 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 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.** Additionally, I **AGREE** that this Agreement will be immediately admissible into evidence in response to any claim or lawsuit filed by Releasors or on Releasors' behalf.

5. **I AGREE** that if the Released Parties believe that my behavior or conduct is inappropriate or unsafe, they have the right to suspend or revoke my Pass without my having any right of refund or reimbursement.

6. **I AGREE** that the Pass is non-assignable, non-refundable and cannot be transferred to another person or time period beyond the terms of the Pass. There are no exceptions, other than those available if Pass Protection is separately purchased. Use of my Pass by anyone other than me shall constitute fraud and will result in the immediate loss of all related privileges without compensation and may result in criminal prosecution.

7. **I AGREE** that if I travel beyond a resort boundary, I assume all risks associated with backcountry travel, including the risk of avalanches. **I AGREE** that I may be charged for any rescue, if available, beyond a resort boundary.

8. **I AGREE** to read and follow each and every rule stated in Your Responsibility Code, Cross Country Responsibility Code, Freestyle Terrain Users' Responsibilities, and sections 602(r) and 653i of the California Penal Code, as applicable. 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 Releasors 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 which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

9. **I AGREE** to grant to Resorts and their advertising and promotion agencies 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 image and/or performance captured at the Resorts.

10. In executing this Agreement, I declare under penalty of perjury under the laws of the State of California that I am doing so only for myself, Minor Participant(s) and/or on behalf of persons for whom I have authority to execute. In the event that I execute this Agreement on behalf of another person, and in the event that the other person brings a claim against Released Parties, **I AGREE** to defend, indemnify and hold harmless Released Parties as fully set forth in Paragraph 4 above.

11. 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 USING THE PASS.** This Agreement shall be binding upon my and each Releasor's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

12. In consideration for Releasors participation in the Activities and use of the Pass, I agree on my own behalf and on behalf of all Releasors that, to the fullest extent permitted by law, **ALL** claims arising from or related to participation in the Activities and use of the Pass(es), including for **INJURY TO PERSON OR PROPERTY AND/OR DEATH**, and this Agreement, shall be **GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA** and that **EXCLUSIVE JURISDICTION** in the United States shall be in the Superior Court of San Bernardino County, State of California. **THIS IS A BINDING AGREEMENT – DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS.**

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. By clicking "I AGREE" or by signing 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.

Executed this _____ day of _____, 201____

PRINT Participant's Name

Participant's Signature (if 18 or older)

____/____/____
Participant's date of birth

PRINT Name of PARENT or LEGAL GUARDIAN (if applicable)

Signature of PARENT or LEGAL GUARDIAN

PRINT Name of MINOR PARTICIPANT

____/____/____
Minor Participant's Date of Birth

PRINT Name of MINOR PARTICIPANT

____/____/____
Minor Participant's Date of Birth

PRINT Name of MINOR PARTICIPANT

____/____/____
Minor Participant's Date of Birth

PRINT Name of MINOR PARTICIPANT

____/____/____
Minor Participant's Date of Birth