

**MOUNTAIN RECREATIONAL ACTIVITIES  
PARTICIPANT'S AGREEMENT and RELEASE**

In consideration of Snow Summit, Inc., and its employees, officers, owners, directors, affiliates and related corporations (hereinafter "SUMMIT"), allowing \_\_\_\_\_ ("Participant"), age \_\_\_\_\_, to participate in mountain recreational activities at Big Bear Mountain Resorts, **including** but not limited to any **Skychair transport**, any mountain biking activities, the use of terrain, paths or roads on or accessible from Snow Summit or Bear Mountain and/or the use of any outdoor facilities of either resort.:

1. Participant understands that mountain recreational activities in general, and Skychair transport and mountain biking in particular, have dangers and risks that no amount of care, caution, instruction or expertise can eliminate. **Participant EXPRESSLY AND VOLUNTARILY ASSUMES ALL RISK OF PROPERTY DAMAGE, PERSONAL INJURY OR DEATH SUSTAINED WHILE PARTICIPATING IN MOUNTAIN RECREATIONAL ACTIVITIES OF ANY TYPE.**

2. Participant understands and accepts that **SURFACE CONDITIONS** on patios, decks, paths, roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to elements such as dirt, pine needles, loose gravel, rain, snow, sleet, hail and ice, which substances may be blown or tracked inside buildings, such that **WALKING OR OTHER DAILY ACTIVITIES** may become **DANGEROUS**. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS of these or similar surface conditions.**

3. **PARTICIPANT AGREES TO FOREVER RELEASE AND TO NOT SUE SUMMIT**, its directors, employees, volunteers, agents, or representatives, for any death, injuries or property damage caused by or resulting from any access to Big Bear Mountain Resorts' premises or by participation in any mountain recreational activities or Skychair transport, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF SUMMIT'S ALLEGED NEGLIGENCE**. Participant further agrees for himself/herself and his/her heirs, assigns and representatives to **INDEMNIFY AND HOLD HARMLESS SUMMIT** from any and all losses, claims, or proceedings of any kind which may be initiated by Participant or by any other person or organization on Participant's behalf, including but not limited to reasonable attorney fees incurred by **SUMMIT**.

4. **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 represents that he/she has voluntarily entered into this agreement and has made no misrepresentations regarding Participant's name, age or any other information herein. 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 \_\_\_\_\_ Date of Birth \_\_\_\_\_ Today's Date \_\_\_\_\_

On behalf of myself and on behalf of the Participant herein (required if Participant is a minor), I agree for myself and for Participant to be bound by all terms and conditions of the foregoing agreement, including to **INDEMNIFY AND HOLD SUMMIT HARMLESS** as set forth above.

---

Signature of Parent, Guardian or Responsible Party if Participant is under 18 years of age \_\_\_\_\_ Today's Date \_\_\_\_\_

---

Responsible Party Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
Responsible Party Telephone Number