



WINTER ACTIVITIES PARTICIPANT'S RELEASE

PRINT PARTICIPANT'S NAME: _____ Age: _____ M/F

In Consideration of Snow Summit Inc. and its employees, agents, subcontractors, officers, owners, directors, affiliates and related corporations, hereinafter "Summit", allowing Participant to participate in winter activities, including but not limited to ski or snowboard lessons and snow sliding in its various forms at Snow Summit, 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 (and Guardian if Participant is a minor) is aware that participation in winter activities generally and particularly **THE SPORT OF SNOW SLIDING IN ITS VARIOUS FORMS** (including the use of Alpine, Snowboard, Telemark, or Cross-Country equipment; specialized disabled snow sliding equipment; the use of Race Courses, Freestyle Parks, Terrain Features or Half Pipes; any intentional or unintentional jumping at any location; and the use of chairlifts or surface tows) **INVOLVE 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. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS**, whether they are marked or unmarked, **INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT.**

_____ [Initials: Participant] _____ [Initials of Parent/Guardian if Participant is under 18]

2. ASSUMPTION OF RISK - Alpine Conditions

In addition to the above risks, Participant (and Guardian if Participant is a minor) 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, and the presence of sand, cinders or gravel, any of which may also be tracked on to interior surfaces, such that **WALKING OR OTHER DAILY ACTIVITIES**, may become **DANGEROUS**, particularly in ski boots or snowboard boots. **PARTICIPANT** (and Guardian, if Participant is a minor) **FREELY ASSUMES ANY AND ALL RISKS of all surface conditions, INCLUDING THE RISK OF ANY NEGLIGENCE OF SUMMIT.**

_____ [Initials: Participant] _____ [Initials of Parent/Guardian if Participant is under 18]

3. RELEASE FROM LIABILITY AND COVENANT NOT TO SUE

In consideration for being permitted to participate in winter activities at Summit, **PARTICIPANT** (and Guardian if Participant is a minor) **AGREES TO FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE SUMMIT** for any injuries, death 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.**

_____ [Initials: Participant] _____ [Initials of Parent/Guardian if Participant is under 18]

4. INDEMNITY AGREEMENT

Participant (and Guardian if Participant is a minor) agrees for himself/herself and his/her heirs, assigns and representatives to **INDEMNIFY SUMMIT AND HOLD SUMMIT HARMLESS** from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated by any third party or by

Participant or by any other person or organization on Participant's behalf, for any and all damages, judgments, costs, loss of services, or expenses, arising from the activities contemplated by this agreement, including but not limited to payment of attorney fees incurred by **SUMMIT**.

_____ [Initials: Participant] _____ [Initials of Parent/Guardian if Participant is under 18]

5. MEDICAL CONDITIONS DISCLOSURE AND AUTHORIZATION:

Participant (and Guardian if Participant is a minor) hereby represents they are physically able to participate in snow sliding activities and authorizes any medical treatment deemed necessary in the event of any injury occurring while at Snow Summit or Bear Mountain. Participant (and Guardian if Participant is a minor) either has appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf. Participant agrees and promises not to participate in any activities at Snow Summit or Bear Mountain while under the influence of any drug which may impair Participant in any way.

_____ [Initials: Participant] _____ [Initials of Parent/Guardian if Participant is under 18]

6. PHOTOGRAPH AND MEDIA RELEASE

Participant (and Guardian if Participant is a minor) 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, promotional or commercial purposes whatsoever, in perpetuity throughout the world.

Signature of Participant or Responsible Party for Minors Initials

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.

Name: _____ Phone: _____
Please Print Adult Participant Name -OR- If a Minor, Print Responsible Party Name

Address of Name Above: _____

City: _____ State: _____ Zip: _____

Signature of Participant Date Age

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| - THIS SECTION BELOW ONLY IS REQUIRED IF THE PARTICIPANT IS A MINOR - | | |
| On behalf of the above person, who is a minor, I agree for said minor and for myself to be bound by all terms and conditions of the foregoing agreement, including to INDEMNIFY AND HOLD HARMLESS SUMMIT as set forth above. | | |
| Signature of Parent, Guardian or Responsible Party if Participant is under 18 years of age | Date | Age |