

CONQUER THE WALL

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF INDEMNITY AGREEMENT AND CONSENT FOR MEDICAL TREATMENT.

READ CAREFULLY BEFORE SIGNING – THIS LIMITS YOUR LEGAL RIGHTS

“Activity” or “Activities” means skiing, snowboarding, ski/ride race competitions, special events, programs, demonstrations and performances, strength and endurance training, snowmobiling, uphill, road or mountain biking, pond skating, 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, vehicles, trails, ice skating, climbing wall, zipline, bungee trampoline, hiking, tubing, and/or any other recreational activity.

“Adult” means the undersigned adult participant taking part in an event (“Event”), being at least 18 years old, signing on his/her own behalf and, if applicable, as the parent or legal guardian, signing on behalf of the Minor Participant(s).

“Agreement” means this Warning, Assumption of Risk, Release of Liability, Waiver of Claims, Indemnity Agreement and Consent for Medical Treatment.

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

“Participant” means the person actually taking part in the Event and/or Activities.

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

“Undersigned” means the Adult and Minor Participant(s), collectively.

UNDERSIGNED UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY FOR EACH AND EVERY DAY PARTICIPANT ENGAGES IN AN EVENT OR ACTIVITY DURING THE 2021/22 WINTER AND SUMMER SEASONS, INCLUDING PRE AND POST SEASON, WITHOUT REQUIRING UNDERSIGNED TO SIGN AN AGREEMENT FOR EACH DAY AND/OR EACH EVENT OR ACTIVITY.

Undersigned understands and accepts that the Event and/or Activities are HAZARDOUS and involve RISKS OF PHYSICAL INJURY THAT MAY INCLUDE DEATH. By signing below, Undersigned expressly agrees to accept all dangers and risks associated with the Event and/or Activities, including those risks that are not expressly listed in this Agreement, and including those risks that are both known and unknown to Undersigned, whether or not they are inherent risks of the Event or Activity. RECOGNIZING AND ACCEPTING ALL OF THE RISKS, UNDERSIGNED VOLUNTARILY CHOOSES TO TAKE PART IN THE EVENT AND/OR ACTIVITIES AND/OR VOLUNTARILY CHOOSES TO ALLOW MINOR PARTICIPANT(S) TO TAKE PART IN THE EVENT AND/OR ACTIVITIES.

1. Undersigned understands, accepts, and agrees that the Event and/or 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. Participant also understands that the Event and/or 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 other Event participants and Resort employees (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. Participant acknowledges that it is up to Adult 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. **Participant expressly agrees and accepts that all of these risks and dangers are necessary to the Event and/or Activities.**

2. Undersigned further understands, accepts, and agrees that participation in the Event and/or Activities are more hazardous and dangerous than recreational skiing or snowboarding. Participant understands and agrees that as a participant in the Event, Participant is a competitor at all times, whether warming up, practicing for competition or in competition. Participant will be provided an opportunity to conduct a reasonable inspection of the training, competition, event or race course and make his/her own decision about whether to participate, given the conditions at the time and taking into account Participant's skill level and experience in courses or venues of similar difficulty. Undersigned understands, agrees and represents that Participant will always engage in reasonable inspection and decision-making pertaining to his/her participation. Undersigned understands that Participant may be utilizing a race venue where snow surfaces have been chemically or water treated to harden the surface and that there are heightened risks associated with utilizing such a course. Undersigned freely **assumes all risk of all course conditions** (including, but not limited to, course design, course construction, course layout, course terrain, course jumps, features and obstacles and course maintenance). Participant may be involved in travel to and from an Activity or Event over snow or ice covered roads in inclement weather and Undersigned accept such risks. Chemically treated snow, and other surfaces, and vehicle exhaust, and other inhalants, may contain substances known to the State of California to cause cancer and birth defects or other reproductive harm, and Undersigned accepts these risks. Participant may also be entering into and using extreme or freestyle terrain that contains, but may not be limited to, cliffs or drops, moguls, jumps, hits, ramps, banks, jibs, rails, fun boxes, half-pipes, quarterpipes, snowcross, freestyle bumps and other constructed and natural features. **UNDERSIGNED UNDERSTANDS AND AGREES THAT EVENTS INVOLVING HIGH SPEEDS, FREESTYLE TERRAIN, JUMPS, ON SNOW DEVICES AND/OR AERIALS ARE DESIGNED FOR SPECIALLY TRAINED AND EXPERIENCED SKIERS/RIDERS AND THAT PARTICIPATION IN SUCH EVENTS IS MORE HAZARDOUS AND DANGEROUS THAN ORDINARY RECREATIONAL SKIING/SNOWBOARDING AND, IN PARTICULAR, THAT BECOMING INVERTED DURING AN AERIAL OR INVERTED AERIAL MANEUVER SUBSTANTIALLY INCREASES THE RISK OF SERIOUS INJURY OR DEATH.** The Undersigned authorizes Resort employees to tow Participant on the snow, on skis or a snowboard, or behind a snowmobile and Undersigned understand and agree that this is extremely **HAZARDOUS**. Participation in the Activity shall not in any way eliminate the risks of skiing or risks involved in riding ski lifts. **Participant expressly agrees and accepts that all of these risks and dangers are necessary to the Event and the Activities.**

3. Undersigned understands, accepts, and agrees that: (i) Participant has 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 Event and/or the Activities; (iii) Participant shall obey all signs, markings and warnings posted at the Resort, and all applicable laws and regulations; (iv) Participant understands that entering or skiing or snowboarding in a "CLOSED" area may be illegal and/or result in revocation of Resort pass or tickets; (v) skiing or snowboarding off of designated trails (as indicated on a Resort's trail map), may be more dangerous to Participant 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 Event and/or 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, course, or Event area; and (vii) snowmobiles, snowmaking and snow-grooming equipment or other vehicles or property, structures or signage may be encountered at any time and that Participant must be alert for and avoid these hazards and risks at all times. Further, Participant accepts the responsibility of maintaining deliberate and conscious control at all times while participating in the Event and/or Activity.

4. If applicable, Participant agrees to read to, or to have Minor Participant(s) read, and to explain to Minor Participant(s), if necessary, all posted signs, markings, and warnings, including instructions on the use of chairlifts, rope or other tows, and moving carpets.

5. **In consideration for Participant's participation in the Event and the Activities, and with the knowledge of the risks and dangers involved, Participant agrees to: (1) ASSUME ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY OR DEATH to Participant while engaged in, or as a result of participating in, any Event and/or Activities; (2) WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIM OR FILE ANY ACTIONS against Snow Summit, 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 Participant’s participation in the Event and/or Activities, 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 Participants, or caused by others or their property to Participants, or brought by Participants. Undersigned 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 Participant’s behalf as a result of Participant’s participation in an Event and/or Activity. **Undersigned understand and agree that by accepting this Agreement on behalf of any person other than Adult, the Undersigned is representing and warranting that he/she is legally authorized to execute this Agreement as either the parent or legal guardian of that person and/or Minor Participant(s), and Undersigned further understands that by doing so Undersigned agrees 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), should they refuse to accept or carry out the terms and conditions of this Agreement.** Additionally, Undersigned **AGREES** that this Agreement will be immediately admissible into evidence in response to any claim or lawsuit filed by Participant or on Participants’ behalf.

6. Undersigned warrants that Participant is in good health and capable of safely participating in the Event and/or Activities. Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care, treatment and/or procedures (collectively “**Care**”), for Participant or to transport Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agrees that upon Participant’s transport to a facility or hospital that the Resorts and their personnel shall not have any further responsibility for Participant. Undersigned also consents to the Care given by an emergency caregiver or under the instructions and directions of a licensed physician. It is understood that reasonable efforts will be made to notify the Undersigned at the earliest possible time in the event such Care is undertaken for Minor Participant(s). Undersigned knowingly and voluntarily consent in advance to such Care to encourage the physicians and the Resorts to exercise their best judgment in undertaking such Care. Further, Undersigned agrees to pay all costs associated with such Care and related transportation and to indemnify and hold harmless the Released Parties from any resulting costs.

7. The Resorts shall have the right to confiscate tickets or passes or revoke the privileges conferred by a ticket/pass where in the sole judgment of its representative Participant: 1) acts in any manner that endangers or may endanger the safety of Participant or any other person; 2) violates the law; 3) provides ski lessons or related services for compensation without express authorization; 4) engages in misconduct or creates a nuisance; 5) skis recklessly (high speed, jumping or tucking, out of control or straight down a ski run outside of a competition venue) – when skiing Participant must avoid other skiers, trail groomers, maintenance vehicles or objects below them; 6) skiing on closed trails or in closed terrain; 7) is impaired from or uses alcohol or drugs, 8) uses abusive language (swearing or cursing); or 9) displays poor or unsafe etiquette including skiing at speeds higher than rest of traffic on a ski run. Some of these acts may also be prosecuted as a criminal offense. **UNDERSIGNED AGREES that if I travel beyond a resort boundary, Participant assumes all risks associated with backcountry travel, including the risk of avalanches, and that Undersigned may be charged for any rescue of Participant, if available, beyond a resort boundary.** A ticket/pass is NOT TRANSFERABLE and CANNOT BE RESOLD. A ticket/pass may be confiscated with no re-issue, if in the sole judgment of a representative of the Resorts, it is used in a fraudulent, reckless or dangerous manner.

8. **PARTICIPANT AGREES** 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 Undersigned expressly waives 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 that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

9. **PARTICIPANT AGREES** 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, Participant's image and/or performance captured at the Resorts.

10. In executing this Agreement, Undersigned declares under penalty of perjury under the laws of the State of California that Undersigned is doing so only for Adult and Minor Participant(s). In the event that Undersigned executes this Agreement on behalf of another person, and in the event that the other person brings a claim against Released Parties, **UNDERSIGNED AGREES** to defend, indemnify and hold harmless Released Parties as fully set forth in Paragraph 5 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. **UNDERSIGNED REPRESENTS AND ACKNOWLEDGES THAT A) UNDERSIGNED HAS THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT UNDER APPLICABLE LAW; AND B) IF A PARENT, LEGAL GUARDIAN, SPOUSE OR OTHER REPRESENTATIVE, THAT UNDERSIGNED IS LEGALLY AUTHORIZED TO SIGN AND THAT UNDERSIGNED WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.** This Agreement shall be binding upon Participant and each of Participant's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

12. In consideration of Participant's participation in the Event and/or Activities, Undersigned agrees that, to the fullest extent permitted by law, **ALL** claims arising from or related to participation in the Event and/or Activities, 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**

UNDERSIGNED HAS CAREFULLY READ THIS AGREEMENT, UNDERSTANDS ITS CONTENTS, AND SIGNS IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. By signing below, Undersigned warrants THAT HE/SHE HAS THE AUTHORITY AND EXPRESS CONSENT TO SIGN THIS AGREEMENT ON BEHALF OF PARTICIPANT.

Executed and agreed this _____ day of _____, 2022.

_____/_____/_____
PRINT Name of Adult Participant Date of Birth SIGNATURE of Adult Participant (if 18 or older)

PRINT Name of Parent/Legal Guardian of Minor Participant

SIGNATURE of Parent/Legal Guardian of Minor Participant

_____/_____/_____
PRINT Name of Minor Participant Minor Participant's Date of Birth