

RELEASE OF LIABILITY, WAIVER OF CLAIMS, WARNING, ASSUMPTION OF RISK, INDEMNITY, AND CONSENT TO MEDICAL TREATMENT/TRANSPORT AGREEMENT

BY SIGNING THIS AGREEMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THE EFFECT OF THIS AGREEMENT MAY VARY FROM JURISDICTION TO JURISDICTION. PLEASE READ CAREFULLY!

SUMMER PASSES & ACTIVITIES

WHENEVER “YOU”, “YOUR”, “I”, “ME”, “MY”, OR “WE” IS USED IN THIS AGREEMENT, IT REFERS TO EACH RELEASOR WITHOUT HAVING TO RESTATE THAT INTENT EVERY TIME “YOU”, “YOUR”, “I”, “ME”, “MY”, “MYSELF”, OR “WE” IS USED.

DEFINITIONS

As used in this Agreement, whether in the singular or plural:

“Activities” means biking (including e-dirt biking); hiking; rock climbing; bouldering; geocaching; caving; fishing, boating, kayaking or canoeing; paddle boarding, pedal boating, or other aquatic or beach activities; golfing or putting; disk golfing, trampolining, ziplining; bungee jumping; net adventures; tubing; training; snow sports and activities including skiing and snowboarding; participation in lessons, guided tours, corporate challenge and other team building type activities; yoga; participation in Events (as defined below), demonstrations, or performances; use of Equipment (as defined below), alpine slides, mountain coasters, golf or putting courses, Segway excursions, bag drops, trampolines, inflatable structures, climbing walls, ropes courses, ziplines, via ferratas, terrain parks, tubing facilities, waterparks and slides, ball tracks, tennis courts, trampolines, gondolas, chairlifts or any other conveyance; Resort-provided transportation to and from any Activities; and any and all other uses of the Resort (as defined below) facilities including buildings and premises, food and beverage and retail locations, vehicles, sidewalks, trails, parking lots, and/or any other activity, event, service, or amusement at the Resort.

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

“Equipment” means all equipment offered for use or rent by the Resort including bikes and all bike components (including e-bikes), Segway, body armor and protective gear, helmets, harnesses, boats, kayaks, canoes, paddle boards, pedal boats, fishing gear, paddles, life vests and flotation devices, golf clubs, golf carts or push carts, skis, snowboards, boots, bindings, poles, exercise equipment, or any other equipment used to participate in an Activity.

“Events” means competitions, races and other special or competitive events, including pre- and post-Event activities such as “warming up” and “cooling down”, training, practicing, the use of training courses, and spectating.

“Minors” means all minor participants named below.

“Pass” means a season or other frequency pass product that provides access to an Activity.

“Releasors” means all participants signing this Agreement and all Minors or other participants on behalf of whom a signatory signs this Agreement.

“Resort” means each area, resort, facility and operation accessed with a Pass or at which Releasors participate in Activities.

PASS ADVISORY

Be advised: You must sign this Agreement to purchase a Pass at a discounted price from the day ticket price or to participate in certain Activities at some Resorts.

The Pass does not guarantee access to a Resort for a minimum or a maximum number of days in each season or that a Resort will be open for a minimum or a maximum number of days each season. Use of the Pass to access a Resort is subject to, among other things, the Resort being open and having the capability and/or capacity to grant access. Each Resort reserves the right to close or limit access to the Resort for weather, safety, or any other reason at its sole discretion with or without notice during each season.

I understand, accept and agree that use of the Pass is subject to the length and occurrence of each season, which may be affected by weather, weather-related events, travel advisories, public health or government order, or any other event or occurrence that limits or prohibits a Resort from its full or partial operations.

I understand, accept and agree that the Pass is for the sole use of the individual to whom it is issued, that such individual's likeness, name, and/or other specific information will be associated with the Pass account and visible to Resort staff, and that **the Pass is NOT TRANSFERABLE, CANNOT BE USED BY ANYONE OTHER THAN THE INDIVIDUAL TO WHOM IT IS ISSUED and CANNOT BE RESOLD**. I also understand, accept and agree that the Pass may be confiscated, revoked or suspended, if, in the sole judgment and discretion of a Resort or Alterra Mountain Company, I act in any manner that endangers or may endanger the safety of me or another person; I violate the law or Resort policy; or I provide lessons, guided tours, or other services at the Resort for compensation without the Resort's prior express authorization; I use the Pass in a fraudulent manner; or I engage in misconduct, abuse Resort staff or other participants, or create a disturbance or nuisance. I further understand, accept and agree that such acts may also be prosecuted as a criminal offense, as applicable. I acknowledge the affirmative duty to immediately notify the issuer if my Pass is lost or stolen.

AGREEMENT EFFECTIVE UNTIL REVOKED

I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY ME OR BY THE RELEASORS AND COUNTERSIGNED BY AN AUTHORIZED SIGNATORY OF A RESORT. THIS AGREEMENT CANNOT BE MODIFIED. I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL APPLY EVERY TIME I OR ANY RELEASOR ENGAGES IN AN ACTIVITY AT A RESORT WITHOUT REQUIRING ME OR

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ANY RELEASOR TO SIGN AN ADDITIONAL AGREEMENT.

ACKNOWLEDGMENT OF DANGERS AND RISKS

I understand, accept and agree that participation in the Activities, including the use of Equipment, is HAZARDOUS and involves risks of physical injury that may include serious permanent disability or death. I acknowledge and accept all dangers and risks associated with the Activities, including the use of Equipment, whether expressly listed in this Agreement, whether known and unknown to me, or whether they are inherent risks of the Activities, including the use of Equipment. **UNDERSTANDING AND ACCEPTING ALL DANGERS AND RISKS, I VOLUNTARILY CHOOSE TO PARTICIPATE IN THE ACTIVITIES, INCLUDING THE USE OF EQUIPMENT AND/OR VOLUNTARILY CHOOSE TO ALLOW RELEASORS TO TAKE PART IN THE ACTIVITIES, INCLUDING THE USE OF EQUIPMENT.**

I understand, accept and agree that all Activities at the Resort and especially those Activities conducted in a high alpine environment, involve numerous dangers and risks that can lead to serious injury and even death. Such dangers and risks include reduced oxygen in the air; rapidly changing weather conditions; exposure to the sun, rain, snow, hail and lightning; floods; landslides; open water hazards; lack of shelter; encounters with wildlife, insects or poisonous plants; natural or humanmade features or structures; steep inclines and declines; uneven and varying slopes and terrain; rocks of various sizes; trees, stumps, branches, and limbs; exposed roots; downed timber; cliffs; holes and potholes; surface depressions; wet and/or slippery surfaces and features; dirt features and other constructed features including bridges, ramps, ladders, bumps, berms, jumps, gaps, drops, wall rides and elevated stunts; negligent design and/or construction of features and trails; debris on tracks or trails; failure or malfunction of Equipment including brake devices; trips, slips and falls; collisions with vehicles, structures, features, or other participants; flying disks, golf balls, or other objects; being hit by a drone; being hit by a gondola cabin or chair; loss of balance or control; falling objects; falling from platforms, cables, gondolas, chairlifts and any other conveyance or structure; climbing ladders or other vertical structures; falling off the wall or ropes; loose or damaged hand or toe holds; failure or malfunction of ropes, cables, or other gear or devices including broken ropes or cables, tethers, pulleys, and harnesses; becoming lost or separated from Resort staff or other participants; vertigo; water immersion, drowning, hypothermia; overexertion; dehydration; sun burns, sun stroke, skin burns and abrasions; cuts, infection, fatigue, strains, fractures, activation or aggravation of pre-existing physical injuries, conditions or congenital anomalies; and risks involved with rescue operations and/or medical care conducted by Resort staff.

I understand, affirm and agree that: (i) I have the physical fitness and dexterity and the knowledge required to safely load, ride and unload the gondolas, chairlifts, rope or other tows, moving carpets or any other conveyances; (ii) falls, collisions and injuries are a common and ordinary occurrence of the Activities; (iii) I shall obey all signs, markings, ropes and warnings posted at the Resort and all applicable laws and regulations; (iv) entering or participating in an Activity in a "CLOSED" area may be illegal and/or result in revocation or suspension of the Pass or lift ticket; (v) participating in an Activity off of designated trails may be more dangerous to me and others than participating in an Activity on designated trails; (vi) there are risks involved in decision-making and conduct of others including risks involved with rescue operations and medical care conducted or provided by Resort staff or third parties inside or outside of Resort boundaries, risks associated with decision-making by Resort staff to open and close terrain, and the risk that Resort staff may misjudge weather, trail or conditions, route/terrain selection, or limitations of Releasor's abilities that may make a certain aspect of the Activity inappropriate for the Releasor; and (vii) I will exercise caution around and avoid artificial objects, including snowmaking and snow-grooming equipment, vehicles, structures, signs, immovable objects or other property that I may encounter at any time. Further, I accept the responsibility to maintain deliberate and conscious control and to take precautions to avoid hazards at all times while participating in an Activity.

If applicable, I agree to read to, or to have Minor or other Releasors read, and to explain to Minor or other Releasors, if necessary, all posted Resort policies, signs, markings, and warnings including instructions on the use of gondolas, chairlifts, rope or other tows, moving carpets or any other conveyances.

EQUIPMENT

I REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY ME OR A RELEASOR ONLINE OR TO RESORT STAFF, INCLUDING HEIGHT, WEIGHT, AGE, AND EXPERIENCE LEVEL WILL BE ACCURATE AND COMPLETE.

I agree to inspect all Equipment before use. I understand, accept and agree that I may not be available or present when my Equipment is fitted and adjusted, and I waive the opportunity to verify the helmet size and fit and binding settings and I hereby authorize Resort staff to fit the helmet size. I understand, accept and agree that, although I may be wearing a helmet, **a helmet cannot guarantee my safety** and no helmet can protect the wearer against all potential head injuries or prevent injury to the wearer's face, neck or spinal cord. I accept for use "AS IS" and without any warranty express or implied any Equipment I use for an Activity and to return either before use or promptly after discovery, for replacement or repair, any Equipment believed by me to be damaged or defective in any way or requiring adjustment. I accept full responsibility for the care of the Equipment used for an Activity and agree that I will be responsible for the replacement at full retail value of any Equipment damaged or not returned. I understand and agree that **Equipment may not release, or may release, in all situations where release, or non-release, may prevent injury** and therefore Equipment cannot guarantee my safety. I understand, accept and agree that undesired release or non-release are inherent risks of using any Equipment.

COMPETITIONS AND EVENTS

If I participate in Events, I understand, accept and agree that (a) I assume all dangers and risks associated with the Event and training course(s) including their features, layout, location, steepness, length, obstacles, and difficulty level, and (b) I am solely responsible for inspecting the features, layout and other aspects of the Event and training course(s) prior to using them and determining in my sole discretion whether I am comfortable with and fit for participating

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in the Event.

VOLUNTEERS

If I volunteer to assist with the preparation, administration, management or governance of an Activity, I understand, accept and agree that (a) I am not an employee of the Resort, regardless of any non-cash remuneration for time and services which I may receive, (b) **I am not covered by Workers' Compensation** nor entitled to any benefits under Workers' Compensation law, and (c) I am hereby advised to obtain my own medical coverage for my volunteer position.

ASSUMPTION OF RISK, WAIVER, RELEASE, AGREEMENT NOT TO SUE, AND INDEMNIFICATION

In consideration for permitting me to participate in Activities, including the use of Equipment, and with knowledge of the risks and dangers involved, I **UNDERSTAND, ACCEPT AND 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 arising from my participation in any Activity, use of Equipment or the administration of Care (as defined below); (2) **WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIM OR FILE ANY ACTIONS** against the United States Department of Agriculture Forest Service, City and County of Denver, CO, Winter Park Recreational Association, Blue Mountain Ski Club (1940), Inc., any of the Resorts, Alterra Mountain Company, IKON Pass, Inc., and any of their owners, landlords, operators, parents, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, employees, volunteers, Resort staff, agents, insurers, as well as any Activity providers or sponsors and Equipment manufacturers and distributors, shop or service technician (each a "Released Party" and collectively, the "Released Parties") that are based on, arise or result from in whole or in part, the Pass, use of the Pass, participation in any Activities, use of Equipment, administration of Care, and without limitation claims arising out of or resulting from **ALLEGED OR ACTUAL NEGLIGENCE, BREACH OF ANY STATUTORY DUTY, where legally permissible, BREACH OF CONTRACT, OR BREACH OF WARRANTY** by any of the Released Parties, and if the alleged incident occurred in Ontario any duty of care owed under the **Occupiers' Liability Act**; (3) **PERSONALLY 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 Activity, and any loss, damage or injury, including death, that may be sustained by me, or caused to others or their property by me, or brought by me. 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 behalf as a result of my participation in an Activity. **I understand and agree that by accepting this Agreement on behalf of any person other than myself (including Minors), I am representing and warranting that I am legally authorized to execute this Agreement and that by doing so I agree to PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties from and against any and all claims brought by or on behalf of every person on whose behalf I have executed this Agreement, should they refuse to accept or carry out the terms and conditions of this Agreement.**

CONSENT TO MEDICAL TREATMENT/TRANSPORT

I authorize the Resort, Resort staff, and/or its authorized personnel to call for medical care, treatment and/or procedures (collectively, "Care"), for me or Releasers or to transport me or Releasers to a medical facility or hospital if, in the opinion of such personnel, Care is needed. I also consent to any Care given by Resort, Resort staff, and/or its authorized personnel prior to transport to a medical facility or hospital. I, for me or Releasers, knowingly and voluntarily consent in advance to such Care provided it is necessary in the reasonable judgment of the Resort, Resort staff, and/or its authorized personnel. Further, I agree to pay all costs associated with such Care and transportation provided for me or Releasers and to indemnify and hold harmless the Released Parties from any costs incurred therein.

GOVERNING LAW, JURISDICTION, WAIVER OF JURY TRIAL

In consideration for permitting me to participate in Activities, including use of Equipment, I agree that, to the fullest extent permitted by law, **ALL** claims arising from or related to any Activity, including for injury to person or property and/or death, and this Agreement, shall be **GOVERNED BY THE LAW OF THE STATE IF IN THE UNITED STATES, OR PROVINCE IN CANADA WHERE SUCH ALLEGED INCIDENT OCCURRED**, without regard to any conflict of law principles, and that **EXCLUSIVE JURISDICTION** shall be **THE STATE, PROVINCIAL OR FEDERAL COURT WITH JURISDICTION WHERE THE ALLEGED INCIDENT OCCURRED. I VOLUNTARILY AND IRREVOCABLY WAIVE ANY OBJECTION TO SUCH LAW AND JURISDICTION. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY AND ALL CLAIMS ARISING FROM OR RELATED TO ANY ACTIVITY, INCLUDING FOR INJURY TO PERSON OR PROPERTY AND/OR DEATH.**

CONSENT TO USE OF IMAGE

To the extent captured at the Resort or through an interaction with the Resort, I grant to the Resort (including agencies, and contractors acting on their behalf) a worldwide, perpetual, royalty-free, irrevocable, non-exclusive and sub-licensable right and license to reproduce, modify, publish and distribute my name, image, likeness and performance in any and all forms of media now known or hereafter devised, including online and in social media.

AUTHORITY AND CAPACITY

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 and conditions shall survive and remain in full force and effect. **I REPRESENT**

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AND WARRANT 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 OF THE RELEASOR(S), I AM LEGALLY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF OTHER RELEASOR(S), AND THAT SUCH RELEASOR(S) WILL BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. I UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF OTHER RELEASORS, OTHER RELEASORS SHALL NOT PARTICIPATE IN ANY ACTIVITY COVERED BY THIS AGREEMENT. This Agreement shall be binding upon my and each Releasor's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

WHEN YOU PARTICIPATE IN AN ACTIVITY IN CALIFORNIA, THE FOLLOWING SHALL APPLY:

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 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."

I am advised, understand and agree that sections 602(r) and 653i of the California Penal Code shall apply to me, if applicable. I also agree that any action under this Agreement shall be governed by California law, with exclusive jurisdiction in the Superior Court of the County where the alleged incident occurred.

WHEN YOU PARTICIPATE IN AN ACTIVITY IN ONTARIO, CANADA, THE FOLLOWING SHALL APPLY:

By signing this Agreement, you waive or give up certain legal rights including the right to sue for negligence, breach of contract or breach of the applicable Occupiers Liability Act or claim compensation following an accident or injury.

WHEN YOU PARTICIPATE IN AN ACTIVITY IN QUEBEC, CANADA, THE FOLLOWING SHALL APPLY:

I hereby waive my right to terminate this Agreement pursuant to Section 2125 of the Civil Code of Quebec. I and each Releasor agrees to this Agreement's terms and conditions as drafted in the English language. *Je consens à ce que cette entente soit rédigée en anglais.*

I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT, UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT BY ACCEPTING AND AGREEING TO THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, SUBROGORS, DISTRIBUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASED PARTIES. BY CLICKING "I AGREE" OR 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.

PRINT Name of Participant

Signature of Participant if 18 or older

____/____/____
Participant date of birth

PRINT Name of PARENT or LEGAL GUARDIAN (if applicable)

Signature of PARENT or LEGAL GUARDIAN

____/____/____
Parent/Guardian date of birth