

# RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY AND ACTIVITY AGREEMENT

BY SIGNING THIS AGREEMENT YOU AGREE TO GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR MAKE ANY CLAIM FOLLOWING AN ACCIDENT, PLEASE READ CAREFULLY!

The purpose of this RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS, INDEMNITY AND ACTIVITY AGREEMENT ("Agreement") is to release to the fullest extent allowed by law Powder-Copper Mountain LLC, Powder - Copper Participation LLC, Killington/Pico Ski Resort Partners, LLC, Mt. Bachelor, LLC, Snowbird Resort LLC, Eldora Enterprises LLC, Boreal Ridge Corporation, Lee Canyon Ski Lifts, Inc., Parley's Recreation Partners, L.L.C. d/b/a Woodward Park City, Powder Corp., Powder - Woodward PA LLC, Powder - Woodward CA LLC, Sun Country Tours, Inc., WreckTangle Holdings, LLC, Powder- WPG, LLC, Holland Lake Lodge, Inc., the United States Forest Service, Silver Star Ski Resort, Ltd., the Province of British Columbia, Activity sponsors, Equipment manufacturers, distributors and each of their respective parents, insurance carriers, subsidiaries, affiliates, officers, directors, shareholders, members, managers, representatives, assignees, employees, volunteers, agents, sponsors, suppliers, and vendors ("Released Parties") from ANY AND ALL LIABILITY FOR PROPERTY DAMAGE, INJURY and/or DEATH, including, but not limited to liability from the alleged negligence or premises liability of Released Parties and transfer the risk of loss arising out of the participation in Activities or, use of Facilities or Equipment to Me.

"I", "Me", "My" or "You" as used in this Agreement includes all participants signing this Agreement, and all participants on behalf of whom I am signing this Agreement, including without limitation, participant(s) under the age of 18 years old ("Minors"). By executing this Agreement, I declare under penalty of perjury that I am doing so voluntarily on My own behalf, and, if applicable, I understand and agree that if acting on behalf of another person, I am acting as their authorized agent, parent, or legal guardian and My signature expressly confirms permission to sign on the other person's behalf and this Agreement shall be binding upon that person. If I sign on behalf of another without their express permission or legal authority, I understand and agree that I am committing fraud against Released Parties.

In consideration for My use of the Facilities, Equipment, and/or participation in the Activities, I VOLUNTARILY AGREE:

1. The "Activity" or "Activities" include any activities on the Released Parties' properties, including but not limited to, skiing, snowboarding, skateboarding, helicopter and snowcat skiing, snowmobiling, ice and in-line skating, BMX, mountain and other bicycle riding, scooter riding, gymnastics, trampoline, cheer and tumbling, stunting, obstacle courses, ziplining, parkour and free running, paddle boarding, swimming, digital media, create-a-skate, paintballing, bouldering, climbing, hiking, kickball, dodge ball, slip and slide, uphill access, tubing, rafting, canoeing, kayaking, wake boarding, bungee jumping, golfing, disc golfing; training, racing, lessons, activity instruction, special events; camps, competitions, races or runs; skiing or riding over manmade and natural features; performing aerial maneuvers; and any use of Equipment.

2. The "Equipment" includes any equipment rented or provided to me by the Released Parties, including but not limited to, skis (including boots and bindings), snowboards (including boots and bindings), skateboards, scooters, bicycles, ParkBoard™ and ParkSki™, helmets, knee pads, elbow pads, cameras, paint ball equipment, balance tools, cargo nets, rope courses, swings and ladders, zip lines, climbing walls, mountain coasters, transport, sleighs, go-karts, alpine slides.

3. The "Facilities" include but are not limited to, lifts and vehicles for transportation, the Released Parties' retail, ticketing, food and beverage, health club, day care and other facilities, areas, properties, water ways, buildings, accesses, ingress or egress routes, amenities, parking lots, sidewalks, equipment, lifts, tramways, mountain and wilderness terrain, pools, hot tubs, pavement parks, mega ramps, terrain parks, indoor parks, dirt and snow trails (including jumps, ramps, rails, boxes, half pipes, and other features), WreckTangle®, ZipWhipper, zip lines, bounce houses, foam pits, airbags and other equipment used in the Activities, manmade and natural terrain features, rivers, lakes, surface lifts, mountain coasters, transport, ski and snow trails (including jumps, rails, boxes, half pipes, and other park features), and any locations upon or within which the Activities occur.

4. **INHERENT RISK:** I understand My participation in the Activities and use of Facilities and/or Equipment involves inherent and non-inherent risks which may result in **PROPERTY DAMAGE, INJURY AND/OR DEATH**. These risks include, but are not limited to: falling; slick or uneven surfaces, including walking surfaces; surface and subsurface conditions; avalanches; cornices; moguls; jumps; ice; snow and ice conditions including movement, variations in terrain; design, construction and condition of man-made or natural features; downed timber; forest growth; trees, stumps and wells; rocks and debris; marked and unmarked obstacles; snow immersion; bare spots; collisions or impacts with other people or objects, including manmade and/or natural features; terrain features; competition venues; the decision-making, conduct and instruction of the Released Parties, including, but not limited to, rescue operations and/or medical care, allowing use or access to terrain, an Activity or Equipment; the malfunction, misuse, or failure of Equipment or any product to perform, as intended or represented; collisions or encounters with snow making equipment, snowmobiles, snowcats, ATVs or other vehicles; lift loading, unloading, and riding; and changing and adverse weather, entrapment, entanglement, drowning, and existing and changing water conditions. Despite these risks and any and all other risks, **TO THE FULLEST EXTENT ALLOWED BY LAW, I AGREE TO EXPRESSLY ASSUME ALL RISKS OF PROPERTY DAMAGE, INJURY OR DEATH** that might be associated with, arise from or be obvious and necessary to My participation in Activities and use of Facilities and/or Equipment.

5. **RELEASE OF LIABILITY AND COVENANT NOT TO SUE:** To the fullest extent allowed by law, I AGREE NEVER TO SUE and, **TO RELEASE FROM LIABILITY** the Released Parties for any and all damages, injury, or death arising from the Activities, Facilities and/or Equipment, regardless of cause, including allegedly **NEGLIGENT INSTRUCTION** or any alleged **NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE INCLUDING, BUT NOT LIMITED TO, THE OCCUPIERS' LIABILITY ACT, R.S.B.C. 1996, c. 337**, of Released Parties. I UNDERSTAND THIS RELEASE OF LIABILITY AND COVENANT NOT TO SUE IS VALID FOREVER and that it is binding upon signing and will prevent Me or any heirs, agents or representatives from filing suit or making any claim for damages in the event of property damage, injury, and/or death. Additionally, in the event that I, any legal representative, or other person acting on My behalf or for whom I signed this Agreement files a claim or a lawsuit arising out of My use of Facilities, Equipment and/or participation in the Activities, I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS Released Parties for any damages, attorney's fees or costs arising out of such claim or lawsuit and enforcing this Agreement. With full understanding of this Agreement, I enter it freely and voluntarily.

6. **PHYSICAL ATTRIBUTES AND ABILITY LEVEL:** I understand that when accessing the Activities or Facilities, or renting Equipment from the Released Parties, I may be asked to provide information regarding My physical attributes or ability level, such as height, weight, age, skier type, snowboarder ability level, and experience level, and the Released Parties may use that information to determine access to Activities or Facilities, or to select or adjust Equipment. I warrant that any information I provide to the Released Parties regarding My physical attributes or ability level will be accurate and complete, and understand that inaccurate information may result in property damage, injury or death. I agree to **RELEASE FROM LIABILITY AND NOT TO SUE, INDEMNIFY and HOLD HARMLESS** the Released Parties from any claims and/or damages related to information regarding My physical attributes or ability level.

7. **EQUIPMENT AND SKI/SNOWBOARD BINDINGS:**

(a) I authorize Released Parties to perform such work that is necessary to mount, adjust, maintain, test and/or repair any Equipment. I agree to verify any visual release indicator settings and acknowledge those settings are appropriate. I agree for

visual indicator settings to be set to manufacturer's suggested settings unless directly requested otherwise. I acknowledge that there may be an increased risk of injury as a result of my personal preferences for the binding settings and/or as a result of any changes I or anyone else make to the Equipment. Notwithstanding the foregoing, in the case of Minors, I understand that I may not be available or present when the Minor's Equipment is fitted and adjusted and I hereby waive the opportunity to verify Equipment settings, including binding settings for skis and snowboards.

(b) I understand that a ski/boot/binding system, which includes the ParkBoard™ and ParkSki™, will not release or retain under all circumstances where release or retention may prevent injury, nor is it possible to predict every situation in which it will release and it is, therefore, no guarantee of safety in the event of a fall or other event. Equipment with non-releasable bindings systems such as snowboards and snowshoes will not ordinarily release and are not designed to release during use. Although a binding system may reduce the risk of certain injuries, I understand it cannot protect against all injuries and/or death.

(c) I acknowledge and fully understand the use and function of Facilities and Equipment, and if I do not understand I agree to seek and receive instruction from Released Parties for their use. I understand it is My responsibility to inspect Facilities and/or Equipment and not use Equipment if any part is dysfunctional, loose, worn, damaged or missing. If I believe Equipment is not functioning properly, I must stop, have the Equipment inspected, repaired or readjusted by the Released Parties before engaging in the Activities or using the Facilities. I understand the Equipment may only be used at the Facilities by Me.

(d) I accept the Equipment AS IS and WITHOUT ANY WARRANTIES. I accept full responsibility for the care of the Equipment. I am responsible for the replacement at full retail value of any Equipment that is not returned to the shop on a timely basis or is damaged beyond repair. I agree to return the Equipment in clean and good condition to avoid any additional charges.

(e) I understand that I will be charged for Equipment rental while it is in My possession, even if it is unused. Returns for any reason, including inclement weather, will not be an exception. Rental Equipment is nontransferable, and I agree to INDEMNIFY Released Parties for any damages related to any transfer, including but not limited to injury to the user of the Equipment.

8. **HELMETS:** Released Parties may require helmet use by Minor participants receiving Activity lessons or instruction. I understand that no helmet can protect the user from all foreseeable impacts or injury. I agree that it is my responsibility to ensure that the helmet properly fits Me or the Minors and that helmets are not transferrable. For My safety and the safety of future users, I agree to immediately inform rental shop personnel if a rental helmet experiences an impact.

9. **PARENTS/GUARDIANS OF MINORS RECEIVING INSTRUCTION:** I agree that lessons or Activity instruction may end at any time and that I must be available to collect the Minors when the lessons or Activity instruction end. I understand and agree that Minors may not always ride ski lifts with an instructor or an adult and may ride alone or with other Minors.

10. **MEDICAL RELEASE AND PERMISSION TO TREAT:** In the event of a medical emergency to Me or Minors, I hereby give consent to Released Parties to provide any emergency first aid treatment and/or refer treatment to emergency personnel, and other medical care providers under whatever conditions are deemed necessary at the time to preserve the life, limb or well-being of Me or minor. I agree to pay all costs associated with such treatment and related transportation for Me or Minors, and to INDEMNIFY and HOLD HARMLESS Released Parties for all related costs. I agree to fully release Released Parties from any and all claims associated with My treatment, including claims alleging negligent medical treatment.

11. **DIGITAL MEDIA AND DATA USE:** I acknowledge and agree that Released Parties, and any third party authorized by Released Parties, shall have the irrevocable right to film, videotape, photograph, and record Me or Minors' likeness and voice in perpetuity, and to use, display, and alter such media, including any media to be used in promotional products, licensed products, and all affiliated relationships, without compensation or restriction. I agree to use of my personal information in accordance with the Released Parties privacy policy available at [www.powdr.com/privacy-policy](http://www.powdr.com/privacy-policy).

12. **PASSES AND TICKETS ARE NOT TRANSFERRABLE, MAY NOT BE RESOLD AND ARE NON-REFUNDABLE:** Passes and tickets may be permanently confiscated without compensation if, in the sole judgment of the Released Parties, You: a) act in a manner that could endanger the safety of any person; b) violate the law; c) provide lessons or related services for compensation; d) allow someone else to use your pass; or e) engage in fraud, misconduct or create a nuisance. Re-issued passes may be subject to a replacement fee. I understand the Released Parties cannot guarantee conditions or the number of usable days in either the winter or summer seasons, and that refunds, or credits will be at the sole discretion of the Released Parties.

13. **CLOSED AREAS:** I will keep out of all areas marked "Closed," or "Closed Area." If I travel beyond any ski area or other marked boundary, I ASSUME ALL RISKS associated with backcountry travel, including avalanches. Once the ski season has ended, the Facilities associated with skiing and snowboarding are not patrolled.

14. **ONE AGREEMENT:** This Agreement will apply for every day I use the Facilities, any Equipment and/or engage in any Activity until a new or similar Agreement is executed, or I revoke it in writing and that writing is accepted in writing signed by the Released Parties' authorized representative. This Agreement shall be binding to the fullest extent permitted by law, upon My assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives, and if any portion is determined to be unenforceable by court/tribunal all other parts shall remain in full force and effect.

15. **VENUE AND ENFORCEABILITY:** This Agreement applies to My or Minor's participation in the Activity and use of the Facilities/Equipment, including any activity/facility/equipment not specifically identified in this Agreement. If any portion of this document is deemed unenforceable, all other portions shall be given full force and effect. ALL CLAIMS arising from the Activities and/or use of the Facilities/Equipment, including PROPERTY DAMAGE, INJURY and/or DEATH, shall be governed by the law of the state or province where the alleged incident occurred and the exclusive jurisdiction shall be only in a court of jurisdiction in the state or province where the alleged incident occurred. The release of liability contained within this Agreement does not include claims based on gross negligence, intentional misconduct, or other claims beyond ordinary negligence, occurring within any state or province which does not allow a release of such liability. I agree to abide by all applicable laws and codes while participating in the Activity.

16. **MINOR PARTICIPANTS:** Minors are required to have a legal guardian or authorized adult read and sign, verifying that the legal guardian/authorized adult has read and understands this Agreement and agrees to be bound by its terms.

**I CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, AND BY SIGNING BELOW AND/OR BY USING THE EQUIPMENT, FACILITIES OR PARTICIPATING IN THE ACTIVITIES, I ACCEPT IT ON BEHALF OF ME AND/OR MINOR PARTICIPANT(S) WITH FULL KNOWLEDGE OF ITS LEGAL SIGNIFICANCE.**

**PARTICIPANT:**

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**IF SIGNING FOR MINOR PARTICIPANTS:**

Relation to Minor(s): \_\_\_\_\_ Name of Minor 2: \_\_\_\_\_  
Name of Minor 1: \_\_\_\_\_ Name of Minor 3: \_\_\_\_\_  
Emergency Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_