

# 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 Powdr—Copper Mountain LLC, Powdr - 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, Powdr Corp., Powdr – Woodward PA LLC, Powdr – Woodward CA LLC, Sun Country Tours, Inc., WreckTangle Holdings, LLC, the United States, Silver Star 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, partners, and vendors ("Released Parties") from **ANY AND ALL LIABILITY FOR PROPERTY DAMAGE, INJURY and/or DEATH**, including, but not limited to liability arising 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, that 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 the express permission or legal authority, I understand and agree that I am committing fraud against Released Parties.

**In consideration for 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, in-line skating, BMX, mountain and other bicycle riding, scooter riding, gymnastics, trampoline, cheer and tumbling, stunting, obstacle courses, parkour and free running, paddle boarding, swimming, digital media, create-a-skate, paintballing, bouldering, climbing, hiking, kickball, dodge ball games, 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 but is not limited to, skis, snowboards, 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, mega ramps, terrain parks, pools, hot tubs, pavement parks, dirt and snow trails (including jumps, ramps, rails, boxes, half pipes, and other features), WreckTangle®, ZipWhipper, bounce houses, foam pits and airbags.

3. The **"Facilities"** include but are not limited to, lifts and vehicles for transportation, the Released Parties' areas, properties, water ways, facilities, buildings, accesses, ingress or egress routes, manmade and natural terrain features, amenities, parking lots, sidewalks, or equipment, lifts, tramways, mountain and wilderness terrain, rivers, lakes, surface lifts, day care facilities, health clubs, 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. **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** 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 a claim or a lawsuit and enforcing this Agreement. With a full understanding of this Agreement, I enter into it freely and voluntarily.

5. **INHERENT RISK:** I understand My participation in the Activities and use of Facilities and/or Equipment involves inherent and non-inherent risks of **PROPERTY DAMAGE, INJURY AND/OR DEATH** including, but not limited to: falling; slick or uneven surfaces; surface and subsurface conditions; avalanches; cornices; moguls; jumps; ice; 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 and conduct of the Released Parties, including, but not limited to, rescue operations and/or medical care; decisions made by Released Parties to use terrain, allow an Activity or use of 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. 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.

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

(a) I authorize Released Parties to perform such work that is necessary to mount, test and/or repair any Equipment. I warrant that information provided to the Released Parties will be accurate and complete, including without limitation, the weight, height, age, and ability level of each individual using the Equipment. I understand that this information may be used to select or adjust the Equipment. I agree to verify any visual 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 such as snowboards and snowshoes the binding system 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.

**7. HELMETS:** Released Parties require helmet use by all 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.**

**8. PARENTS/GUARDIANS OF MINORS RECEIVING INSTRUCTION:** **I agree** that lessons or Activity instruction may end at anytime 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.

**9. 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.**

**10. 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).

**11. 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.

**12. 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.

**13. 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.

**14. VENUE AND ENFORCEABILITY:** This Agreement applies to My or Minor's participation in the Activity and use of the Facilities/Equipment provided to Me or Minors, 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 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 of any such claim shall be only in a court of jurisdiction in the state or province where the alleged incident occurred. **I agree to abide by all applicable laws and codes while participating in the Activity.**

**15. OREGON PARTICIPANTS.** The release of liability contained within this Agreement does not include claims based on the gross negligence or intentional misconduct of the Released Parties occurring within the State of Oregon.

**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: _____	Weight (lbs)	Height (ft/inches)	Age (years)	Ski or Snowboard Ability Level (circle one)
Signature: _____				1 / 2 / 3
Date: _____	Phone Number: _____	Email Address: _____		

**IF SIGNING FOR MINOR PARTICIPANTS:**

Relation to Minor: _____	Weight (lbs)	Height (ft/inches)	Age (years)	Ski or Snowboard Ability Level (circle one)
Name of Minor 1: _____				1 / 2 / 3
Name of Minor 2: _____				1 / 2 / 3
Emergency Contact: _____	Phone Number: _____			