

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, WARNING, ASSUMPTION OF RISK, INDEMNITY, AND CONSENT TO
MEDICAL TREATMENT/TRANSPORT AGREEMENT
PLEASE READ CAREFULLY!**

DEFINITIONS

"Activity" or "Activities" means skiing, snowboarding, ski/ride school classes/clinics/lessons, snowshoeing, snowmobiling, sno-cat touring, guided tours of Activities, participation in special events, hiking, uphill, tubing, tobogganing, and any other use of Resort property or facilities.

"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, but not limited to, skis, snowboards, ski bikes, snowshoes, snowblades, skiboards, boots, poles, bindings, helmets, apparel, goggles, ice skates, tubing tubes or sleds, or exercise equipment or any other snow sliding equipment.

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

"Releasors" means all participants signing this Agreement, as well as all participants on behalf of whom any signatory below is signing this Agreement, including without limitation Minor Participants.

"Resort" means, collectively, Solitude Mountain Ski Area and any other resort or facility that may be accessed by the Releasor(s).

I UNDERSTAND AND AGREE THAT THIS AGREEMENT WILL REMAIN IN EFFECT UNTIL REVOKED IN WRITING BY ME OR BY THE RELEASORS AND SIGNED BY AN AUTHORIZED SIGNATORY OF THE RESORT. THIS AGREEMENT CANNOT BE MODIFIED. I UNDERSTAND THAT THIS AGREEMENT WILL APPLY EVERY TIME I OR ANY RELEASOR ENGAGES IN AN ACTIVITY AT THE RESORT WITHOUT REQUIRING ME TO SIGN AN ADDITIONAL AGREEMENT FOR EACH DAY, EACH SEASON AND/OR EACH ACTIVITY. Whenever "you", "I", "me", or "we" is used in this Agreement, I am intending to include all other Releasors without having to restate that intent every time "you", "I", "me", or "we" is used. Whenever "skiing" or "snowboarding" is used in this Agreement, I understand that it refers to all Activities.

ACKNOWLEDGMENT OF RISKS

I understand and agree that using Equipment and participating in Activities is HAZARDOUS and involves risks of physical injury that may include serious permanent disability or death. By signing below, I expressly agree to accept all dangers and risks associated with the Equipment and the Activities, including those risks that are not expressly listed in this Agreement, and including those risks that are both known and unknown to me, whether or not they are inherent risks. RECOGNIZING AND ACCEPTING THE RISKS, I VOLUNTARILY CHOOSE TO TAKE PART IN THE ACTIVITY(IES) AND/OR VOLUNTARILY CHOOSE TO ALLOW RELEASORS TO TAKE PART IN THE ACTIVITY(IES).

I, on my own behalf and on behalf of all Releasors, understand, accept and agree that the Activities involve numerous hazards and risks including, but not limited to, unpredictable and/or variable snow and/or weather conditions, extreme cold, frostbite, hypothermia, high elevation, wildlife and domestic animal encounters, exposure to the elements, lack of shelter, falling trees and limbs, marked and unmarked obstacles, natural or manmade features or objects, snow immersion, deep snow conditions, tree wells, unstable ice and snow, including but not limited to slides and avalanches, slick or uneven walking surfaces, changes or variations in terrain or snow conditions, surface and subsurface conditions, rugged mountainous terrain, cliffs, collisions with other skiers, snowboarders and participants, snowmobiles, snowmaking and snow-grooming equipment or other vehicles or property, operation of snowmaking equipment which may create blind spots or areas of reduced visibility, structures, acts of other skiers, snowboarders and participants, carelessness and misjudgments on the part of other participants, Releasors, or Resort staff, including failure to follow applicable rules, policies and procedures, use of gondolas, chairlifts, rope or other tows, moving carpets and any other conveyances which may involve entanglement with equipment, objects, or other skiers, snowboarders and participants, errors in loading/unloading, and equipment malfunction or breakdown.

I, on my own behalf and on behalf of all Releasors, understand, affirm, and agree that: (i) I/we have the physical fitness and dexterity and the knowledge required to safely load, ride and unload the gondolas, chairlifts, rope or other tows, and moving carpets; (ii) falls and collisions occur, and injuries are a common and ordinary occurrence of the Activities; (iii) shall obey all signs, markings and warnings posted at the Resort, and all applicable laws and regulations; (iv) entering or skiing or snowboarding in a "CLOSED" area may be illegal and/or result in revocation of the Pass; (v) skiing or snowboarding off of designated trails may be more dangerous to me and others than skiing or snowboarding on designated trails; (vi) there are risks involved in decision-making and conduct of other skiers, snowboarders and participants, and Resort's staff, involved with the Activity, including, but not limited to, the risks involved with rescue operations and/or medical care conducted or provided by Resort staff or third parties inside or outside of Resort boundaries, risks associated with decisions made by Resort staff to open and/or close terrain, and the risk that an instructor/guide/coach may misjudge weather, trail conditions, route/terrain selection, or some aspect of Releasor's abilities, conditioning, mental, emotional or physical condition that may make a certain portion of the Activity appropriate or inappropriate for the Releasor; and (vii) snowmobiles, sno-cats, snowmaking and snow-grooming equipment or other vehicles or property, structures or signage may be encountered at any time and that I/we must be alert for and avoid these. Further, I/we accept the responsibility of maintaining deliberate and conscious control at all times while skiing or snowboarding.

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 signs, markings, and warnings, including instructions on the use of gondolas, chairlifts, rope or other tows, and moving carpets.

EQUIPMENT

I REPRESENT AND WARRANT THAT ALL INFORMATION PROVIDED BY ME OR A RELEASOR ONLINE OR TO RENTAL, REPAIR, BINDING AND SKI/BOARD SCHOOL TECHNICIANS AND STAFF WILL BE ACCURATE AND COMPLETE, INCLUDING BUT NOT LIMITED TO HEIGHT, WEIGHT, AGE AND SKIER TYPE CLASSIFICATION.

I, on my own behalf and on behalf of all Releasors, agree to inspect before use all Equipment. I, on my own behalf and on behalf of all Releasors, understand and agree that I may not be available or present when my or Releasor's Equipment is fitted and adjusted and hereby waive the opportunity to verify the helmet size and fit and binding settings and I hereby authorize Resort staff to fit the helmet size and set the binding settings. I understand and agree that, although Releasors may be wearing a helmet, **a helmet cannot guarantee Releasor's 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, on my own behalf and on behalf of all Releasors accept for use "AS IS" and without any warranty express or implied any Equipment Releasor uses for an Activity and to return either before use or promptly after discovery, for replacement or repair, any Equipment believed by Releasor to be damaged or defective in any way. I, on my own behalf and on behalf of all Releasors, accept full responsibility for the care of the Equipment used for an Activity and agree that I, on my own behalf and on behalf of all Releasors, will be responsible for the replacement at full retail value of any Equipment damaged or not returned. **I understand and agree that bindings may not release, or may release, in all situations where release, or non-release, may prevent injury and therefore bindings cannot guarantee my safety.** I understand that undesired release or non-release are inherent risks of using any binding system. In snowboarding,

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cross-country, telemark skiing, snowshoeing, snowblading, ski boarding with skiboards or any other Equipment not equipped with release bindings, the binding system may not be designed to, and therefore will not ordinarily, release during use.

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 Releasors or to transport me or Releasors 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 Releasors, knowingly and voluntarily consent in advance to such Care provided it is necessary in the reasonable judgment of the Resort and/or its authorized personnel. Further, I agree to pay all costs associated with such Care and transportation provided for me or Releasors and to indemnify and hold harmless the Released Parties from any costs incurred therein.

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

In consideration for the Resort issuing the Pass(es) and permitting me and all Releasors to participate in the Activities, and with knowledge of the risks and dangers involved, I AGREE on my own behalf and on behalf of all Releasors to: (1) **ASSUME ANY AND ALL RISK OF PROPERTY DAMAGE, INJURY OR DEATH** to me and all Releasors while engaged in, or as a result of participating in, any Activity; (2) **WAIVE, RELEASE, and NOT SUE, MAKE ANY CLAIM OR FILE ANY ACTIONS** against Solitude Mountain Ski Area, LLC, Alterra Mountain Company, the United States Department of Agriculture Forest Service, and any of their owners, landlords, operators, parents, subsidiaries, affiliates, officers, directors, shareholders, members, representatives, employees, volunteers, agents and insurers, as well as any Activity sponsors and Equipment manufacturers and distributors, shop or service technician (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; (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 Activity, and any loss, damage or injury, including death, that may be sustained by me or any of the Releasors, or caused to others or their property by me or by the Releasors, or brought by me or by the Releasors. 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 or any Releasors behalf as a result of my or any Releasor's participation in an Activity. I understand and agree that by accepting this Agreement on behalf of any person other than myself, I am representing and warranting that I am legally authorized to execute this Agreement as either the parent or legal guardian of that person and/or Minor Participant(s), or that I have been given the express authority and permission from that other person to accept the terms and conditions of this Agreement on each of their behalf, and I further understand 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 the Minor Participant(s), or any person on whose behalf I have executed this Agreement, should they refuse to accept or carry out the terms and conditions of this Agreement.

GOVERNING LAW, JURISDICTION, WAIVER OF JURY TRIAL

In consideration for accessing the facilities of the Resort, I agree on behalf of myself and all Releasors 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 OF UTAH**, without regard to any conflicts of law principles, and that **EXCLUSIVE JURISDICTION** shall be in the local State Court or Federal Court residing in **Salt Lake City, Utah**. I **VOLUNTARILY AND IRREVOCABLY WAIVE ON BEHALF OF MYSELF AND ALL RELEASORS 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.**

MISCELLANEOUS

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. I **REPRESENT AND ACKNOWLEDGE 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, THAT I AM LEGALLY AUTHORIZED TO SIGN AND THAT I AM SIGNING THIS AGREEMENT ON BEHALF OF OTHER RELEASOR(S) NAMED BELOW, AND THAT OTHER RELEASOR(S) WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. I UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF OTHER RELEASOR(S), OTHER RELEASOR(S) 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.

I HAVE CAREFULLY READ THIS ENTIRE AGREEMENT, UNDERSTAND ITS CONTENTS, AND I AM AWARE THAT BY SIGNING 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" 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.

Executed this _____ day of _____, 20____.

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