POWDERHORN RESORT

SEASON PASS WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person for whom this season pass is purchased shall be referred to hereinafter as "Holder". The "Undersigned" means only the Holder when the Holder is age 18 or older OR it means both the Holder and the Holder's parent or legal guardian when the Holder is under the age of 18. The Undersigned agree and understand that skiing, snowboarding and using ski area facilities, including the lifts, for any purpose (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH**.

2. The Undersigned are advised that a person using any of the facilities of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Holder, as a "skier" under Colorado law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the Colorado Ski Safety Act (hereinafter "Act").

3. The Undersigned further understand and agree that in signing this Agreement, the Undersigned are expressly **acknowledging and assuming additional risks and dangers that may result in property damage, physical injury and/or death above and beyond those outlined in the Act, including but not limited to:**

Falling; avalanches; cornices; suffocation; crevasses; equipment failure; equipment malfunction; equipment damage; Holder's improper use of equipment; Holder's use of his/her own personal equipment; Holder's failure to maintain or otherwise upkeep his/her own personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Holder or another acting in a negligent manner that may cause and/or contribute to injury to Holder or others, such as selecting terrain that exceeds his/her ability and not acting within such ability; Holder's failure to comply with signage; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Holder's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; & mental distress from exposure to any of the above.

4. Pursuant to Colorado law, Holder assumes the responsibility of maintaining control at all times while engaging in the Activity. Holder is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Holder must have the physical dexterity and knowledge to safely load, ride and unload the lifts. Holder assumes the risks of riding the lifts and engaging in activities accessible from the lifts. Further, the Undersigned understand that a minor Holder may use the ski lifts without an adult present. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be encountered at any time, and the Undersigned recognize that falls and collisions occur and injuries are a common and ordinary occurrence of the Activity.

5. The Undersigned acknowledge and understand that the description of the risks listed above are not complete and that participating in the Activity, whether or not described, may be dangerous and may also include risks which are inherent and/or which cannot be reasonably avoided without changing the nature of the Activity. By signing this document, the Undersigned recognize that property loss, injury, serious injury and death are all possible while participating in the Activity. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR HOLDER TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

6. Additionally, in consideration for allowing the Holder to participate in the Activity, **THE UNDERSIGNED HEREBY AGREE NOT TO SUE** Powderhorn Recreation & Development Company, LLC., d/b/a Powderhorn Resort or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party"") for any property damage (including but not limited to equipment damage), injury or loss to Holder, including death, which Holder may suffer, arising in whole or in part out of Holder's participation in the Activity. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party.** Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Holder's participation in the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY**.

7. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the Undersigned and/or a third party arising in whole or in part from Holder's participation in the Activity.

8. Holder understands that entering or skiing in a "CLOSED" area is illegal. The ski area operator shall have the right to confiscate or revoke the privileges conferred by the pass where, in the sole judgment of the Ski Area's representative, the Holder: 1) acts in any manner that endangers or may endanger the safety of Holder or any other person; 2) violates the law; 3) provides ski lessons or related services for compensation without express authorization; or 4) engages in misconduct or creates a nuisance. Such acts may also be prosecuted as a criminal offense. The pass is NOT TRANSFERABLE and CANNOT BE RESOLD. The pass may be confiscated with no re-issue, if in the sole judgment of a representative of the ski area operator; it is used in a fraudulent manner. Re-issued passes may be subject to a replacement fee. The Undersigned acknowledge their affirmative duty to immediately notify the ski area operator if Holder's pass is lost or stolen.

9. In consideration for allowing Holder to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS** for injury and/or death arising from the Holder's participation in the Activity shall be **GOVERNED BY COLORADO LAW** and **EXCLUSIVE JURISDICTION** of any claim shall be the **DISTRICT COURT OF MESA COUNTY, COLORADO or in the FEDERAL COURT FOR THE STATE OF COLORADO.**

10. In the case of a minor Holder, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Holder, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The undersigned parent or legal guardian agrees that but for the foregoing, the minor Holder would not be permitted to participate in the Activity.

11. By signing this Agreement without a parent or legal guardian's signature, Holder, under penalty of fraud, represents that he/she is at least 18 years of age. If signing as the parent or guardian of a minor Holder, signing adults represent that they are a **legal** parent or guardian of the minor Holder.

12. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Holder	Signature of Holder	Date
Printed Name of Parent/Legal Guardian #1	Signature of Parent/Legal Guardian #1	Date
Printed Name of Parent/Legal Guardian #2	Signature of Parent/Legal Guardian #2	Date

Address _____ Telephone _____

Emergency Contact: _____

Printed Name Telephone Relation

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