POWDERHORN SKI COMPANY LLC

SEASON PASS WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT
PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF LEGAL RIGHTS.

1. Definitions. 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. "Released Parties" means Powderhorn Ski Company LLC. or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, members, and shareholders; and the U.S. Forest Service. The "Activity" means skiing, snowboarding and using the ski area facilities, including the lifts, for any purpose.

2. Risks of Activity. The Undersigned agree and understand that taking part in the Activity can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to, falling; slick or uneven surfaces; surface and subsurface snow conditions; bumps; moguls, ice; variations in terrain; rugged mountainous terrain; downed timber; stumps; forest growth; rocks; debris; marked and unmarked obstacles; man-made objects; visibility; collisions; encounters with snowmobiles and/or other motor vehicles; lift loading, unloading, and riding; adverse weather; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; mental distress from exposure to any of the above; and negligence of others. THE UNDERSIGNED ACKNOWLEDGE AND UNDERSTAND THAT THE DESCRIPTION OF THE RISKS LISTED ABOVE ARE NOT COMPLETE AND THAT PARTICIPATING IN THE ACTIVITY MAY BE DANGEROUS AND MAY INCLUDE OTHER RISKS WHICH ARE INHERENT AND/OR WHICH CANNOT BE REASONABLY AVOIDED WITHOUT CHANGING THE NATURE OF THE ACTIVITY.

3. Duties of Holder and Use of Pass. The 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 acknowledges that he/she has the physical dexterity and knowledge to safely load, ride, and unload the lifts. Holder acknowledges that snowmobiles, snowmaking, snow-grooming equipment and/or other motor vehicles and equipment may be encountered at any time. 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 its sole judgment the Holder: a) acts in any manner that endangers or may endanger the safety of Volunteer or any other person; b) violates the law; c) provides ski lessons or related services for compensation without express authorization; or d) 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 nor USED BY ANOTHER PERSON. Violation of this rule constitutes fraud and theft of services. The pass may be confiscated with no re-issue, if in the sole judgment of the ski area operator it is used in a fraudulent manner. Powderhorn Ski Company LLC reserves the right to prosecute fraud and theft. Re-issued passes may be subject to a replacement fee. The Holder acknowledges his/her affirmative duty to immediately notify the ski area operator if Holder's pass is lost or stolen.

4. Release, Indemnification, and Assumption of Risk. In consideration of the Holder being permitted to participate in the activity, the Undersigned agree as follows:

(a) Release. THE UNDERSIGNED HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASE, FOREVER DISCHARGE, AND AGREE NOT TO SUE OR BRING ANY OTHER LEGAL ACTION AGAINST THE RELEASED PARTIES with respect to any and all claims and causes of action of any nature whether currently known or unknown, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned in connection with the Holder's participation in the Activity, including, but not limited to claims of negligence, breach of warranty, and/or breach of contract.

(b) Indemnification. The Undersigned hereby agree to indemnify, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses whether or not in litigation, arising out of, or related to, Holder's participation in the Activity. Such obligation on the part of the Undersigned shall survive the period of the Holder's participation in the Activity.

(c) Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, representations, carelessness, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, 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 PARTICPATION IN THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.

5. Minor Acknowledgment. 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, the parent or legal guardian understands that he/she is also waiving 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 would not be permitted to participate in the Activity. 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.

6. Medical Care. Undersigned authorize the Released Parties and/or their authorized personnel to call for medical care for Holder or to transport Holder to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. Undersigned agree to pay all costs associated with such medical care and related transportation.

7. Miscellaneous. The Undersigned further agree and understand: (a) Holder will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Colorado, and the exclusive jurisdiction for any claim shall be the District Court of Mesa County, Colorado or the federal court of the State of Colorado; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) 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 intent of the Undersigneds that this agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

8. **Other**. Season Passes are NON-Refundable except in the case of a major injury or illness which is documented by a licensed physician. Powderhorn Ski Company LLC. will transfer a pro-rated sum to next year's season pass purchase ONLY for medical reasons which would prevent the pass holder from skiing/snowboarding for the remainder of the season. Requests for refunds must be accompanied by a written medical diagnosis, signed by the attending physician. The amount refunded will be prorated based on the date of request, less a $50 processing fee. Pass holders must either present their pass or purchase a ticket to gain access to the lifts. We do not offer refunds for less-than-perfect conditions or missed opening/closing dates.

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 LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Holder	Signature of Holder	Date	Address	Telephone
Printed Name of Parent/Legal Guardian #1	Signature of Parent/Legal Guardian #1	Date	Emergency Contact	Telephone
Printed Name of Parent/Legal Guardian #2	Signature of Parent/Legal Guardian #2	Date		

Sign and return to Powderhorn Ski Company LLC.
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