

**DIRECT TO LIFT CARD/POWDERHORN CARD (PCard) 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 Direct To Lift Card/Powderhorn Card (PCard) 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 Direct To Lift Card/PCard.** 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 Direct To Lift Card 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 Direct To Lift Card/PCard is NOT TRANSFERABLE and CANNOT BE RESOLD nor USED BY ANOTHER PERSON. Violation of this rule constitutes fraud and theft of services. The Direct To Lift Card/PCard 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 Direct To Lift Card(s)/PCard(s) may be subject to a replacement fee. The Holder acknowledges his/her affirmative duty to immediately notify the ski area operator if Holder's Direct To Lift Card 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 PARTICIPATION 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.** Direct To Lift Cards/PCards are NON-REFUNDABLE and NON-TRANSFERRABLE. PCard holders must either present their PCard 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.

9. **Photo Release.** The Undersigned hereby grants Released Parties the absolute and irrevocable worldwide right, license and permission, without any additional cost, to use Holder's name, likeness, image, voice, and audio footage or film (collectively referred to as "Media") obtained during Holder's participation in the Activity. The Undersigned hereby agrees that all right, title, interest and ownership, including copyright, in and to any tangible work in any Media containing Holder's image so obtained shall be owned exclusively by Released Parties. Undersigned understands and agrees that as owner of any such Media, Released Parties shall have the exclusive right to exercise all rights granted under copyright protection relative to the Media. Finally, Undersigned releases Released Parties from any and all claims and demands arising out of or in connection with the use of such Media.

**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

\_\_\_\_\_  
Birth Date of Holder

\_\_\_\_\_  
Signature of Holder if over 18

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date

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Address \_\_\_\_\_

City, State Zip \_\_\_\_\_

Telephone \_\_\_\_\_

Email \_\_\_\_\_

Emergency Contact Printed Name \_\_\_\_\_ Telephone \_\_\_\_\_

**DIRECT TO LIFT CARD RESORT CHARGE AND BILLING AGREEMENT**

Agreement: The undersigned Applicant (hereinafter referred to as "Applicant") has purchased a Powderhorn Mountain Resort Direct To Lift Card (hereinafter referred to as the "Direct To Lift Card") and hereby grants Powderhorn Ski Company LLC (hereinafter referred to as "PMR") permission to charge the Applicant's credit card (the information for which has been/is being given as part of this Agreement) for purchases at the PMR facilities where Applicant uses the Direct To Lift Card connected to the credit card enrolled with the Direct To Lift Card and as described herein. The Applicant hereby acknowledges and accepts full responsibility for, and guarantees payment of all amounts charged to the credit card account provided by Applicant to PMR for use with the Direct To Lift Card Program whether or not such use is authorized by Applicant. Each Direct To Lift Card holder is solely responsible for his or her nontransferable Direct To Lift Card. Applicant agrees that he/she will be liable for all charges incurred by any person who uses the Direct To Lift Card whether with or without permission, unless PMR receives written notice that the Direct To Lift Card is lost or stolen as provided below.

Current Credit Card: Credit card information shall be provided by Applicant to PMR for use as part of the Direct To Lift Card Program. Such information must be current and accurate in order to activate PMR Direct To Lift Card privileges. PMR shall inactivate all charge privileges associated with the Direct To Lift Card registered to Applicant if the credit card expires or is cancelled. The Applicant shall be responsible for any charges billed to an expired or cancelled credit card. If Applicant's credit card company declines any charge submitted by PMR in connection with the use of Applicant's registered Direct To Lift Card, such Direct To Lift Card Program charge privileges will be inactivated until the outstanding amount has been collected and in such instance PMR reserves the right, in its sole discretion, to terminate this Agreement, Applicant's Direct To Lift Card Program privileges, and the privilege of any other Direct To Lift Card Program participants registered by Applicant, pursuant to the Agreement or any other agreement with PMR.

Change in Credit Card Status: The Applicant also acknowledges that it is the Applicant's responsibility to immediately notify PMR at the above address of any changes to Applicant's credit card information he/she has provided to PMR, including any changes to the credit card number or expiration date, that the card has been lost or stolen, change of billing address, that the limits on the card have been exceeded or charging privileges have been otherwise revoked or cancelled. Any change in the credit card details may also require the Applicant to complete a new "Direct To Lift Card and Billing Agreement" form.

Guarantee: The Applicant agrees, acknowledges and accepts full responsibility for, and guarantees payment of all amounts charged in connection with, or arising out of, the use of the Direct To Lift Card Program registered to Applicant, whether or not such use is authorized by Applicant or the registered holder of such privileges.

Default/Non Payment: The Applicant agrees that PMR may pursue all avenues of collection to recover any and all charges and other unpaid amounts due and owing by Applicant to PMR. In connection with any litigation/collection arising out of the Agreement, PMR shall be entitled to recover all costs incurred, including attorney's fees and costs for any appellate and post-judgment proceedings and pre- and post-judgment interest. Exclusive venue for any action arising from the Agreement shall be Mesa County, Colorado or in the Federal District Court for the State of Colorado. Colorado statutes and Colorado State decisional law shall govern any interpretation of the Agreement without reference to any choice of law rules.

Credit Card Authorization: Applicant hereby authorizes PMR to charge a daily validation to Applicant's credit/charge card for lift access as appropriate, and any other purchases made by Applicant for goods, products or services purchased at any PMR facilities located at Powderhorn Mountain Resort in conjunction with the use of Applicant's current Direct To Lift Card or any other Direct To Lift Card or Direct To Lift Cards Applicant may purchase in conjunction herewith or in the future.

Truth in Lending: PMR and Applicant agree that this transaction between PMR and Applicant is not governed by the Truth in Lending Act (TILA) 15 USC 1601 et. seq., and all disclosures that may be required by TILA have been provided in writing to Applicant by his/her credit card company.

\_\_\_\_\_  
Cardholder Name (Please Print)

\_\_\_\_\_  
Cardholder Signature Date

Sign and return to Powderhorn Ski Company LLC.  
PO Box 250, Mesa, CO 81643  
(970) 268-5700 Fax (970) 268-5737  
www.powderhorn.com