



WINTER ACTIVITIES PARTICIPANT'S RELEASE

In consideration of China Peak Mountain Resort, LLC and its employees, agents, subcontractors, officers, owners, directors, affiliates and related corporations, hereinafter "CPMR", allowing "Participant" (PRINT NAME) _____ to participate in winter activities, including but not limited to ski or snowboard lessons, and snow sliding in its various forms at CPMR, it is agreed on behalf of Participant and for his/her heirs, assigns and representatives, (hereinafter collectively "Participant") that:

1. ASSUMPTION OF RISK - Winter Activities

Participant (and Guardian if Participant is a minor) is aware that participation in winter activities generally and particularly **THE SPORT OF SNOW SLIDING IN IT'S VARIOUS FORMS** (including the use of Alpine, Snowboard, Telemark, or Cross-Country equipment; specialized disabled snow sliding equipment; the use of Race Courses, Freestyle Parks, Terrain Features or Half Pipes; any intentional or unintentional jumping at any location; and the use of chairlifts or surface lifts) **INVOLVE RISKS OF PROPERTY DAMAGE, INJURY OR DEATH** that no amount of care, caution, instruction or expertise can eliminate. Such dangers include, but are not limited to, variations in terrain and surface conditions, falls, loss of control and collisions with other snow sliders or with natural and man-made objects. **PARTICIPANT FREELY ASSUMES ANY AND ALL RISKS**, whether they are marked or unmarked, **INCLUDING THE RISK OF ANY NEGLIGENCE OF CPMR.**

INITIALS

2. ASSUMPTION OF RISK - Alpine Conditions

In addition to the above risks, Participant (and Guardian if Participant is a minor) understands and accepts that **SURFACE CONDITIONS** on roads, parking lots, walkways, stairs and any other area exposed to the elements of nature are subject to the deposit, melting and refreezing of snow, rain, sleet, hail and ice, and the presence of sand, cinders or gravel, any of which may also be tracked on to interior surfaces, such that **WALKING OR OTHER DAILY ACTIVITIES**, may become **DANGEROUS**, particularly in ski boots or snowboard boots, **PARTICIPANT**, (and Guardian if Participant is a minor) **FREELY ASSUMES ANY AND ALL RISKS of all surface conditions, INCLUDING THE RISK OF ANY NEGLIGENCE OF CPMR.**

INITIALS

3. RELEASE FROM LIABILITY AND COVENANT NOT TO SUE

In consideration for being permitted to participate in winter activities at CPMR, **PARTICIPANT** (and Guardian if Participant is a minor) **AGREES TO FOREVER DISCHARGE AND RELEASE FROM ANY LEGAL LIABILITY AND TO NOT SUE CPMR** for any injuries, death or property damage caused by or resulting from any access to CPMR's premises or participation in any winter activities, **INCLUDING BUT NOT LIMITED TO INCIDENTS ARISING OUT OF CPMR's ALLEGED NEGLIGENCE.**

INITIALS

4. INDEMNITY AGREEMENT

Participant (and Guardian if Participant is a minor) agrees for himself/herself and his/her heirs, assigns and representatives to **INDEMNIFY CPMR AND HOLD CPMR HARMLESS** from any and all losses, claims, actions, causes of action, or proceedings of any kind which may be initiated by any third party or by Participant or by any other person or organization of Participant's behalf, for any and all damages, judgments, costs, loss of services, or expenses, arising from the activities contemplated by this agreement, including but not limited to payment of attorney fees incurred by CPMR.

INITIALS

5. MEDICAL CONDITIONS DISCLOSURE AND AUTHORIZATION

Participant (and Guardian if Participant is a minor) hereby represents they are physically able to participate in snow sliding activities and authorizes any medical treatment deemed necessary in the event of any injury occurring while at China Peak Mountain Resort. Participant (and Guardian if Participant is a minor) either has appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

INITIALS

6. PHOTOGRAPH AND MEDIA RELEASE

Participant (and Guardian if Participant is a minor) grants permission to **CPMR** to use Participant's image appearing in any photographs, videotape, motion picture or any other media for any of **CPMR's** advertising or promotional purposes whatsoever, in perpetuity throughout the world.

INITIALS

PARTICIPANT IS AWARE THAT THIS CONTRACT IS LEGALLY BINDING AND THAT HE/SHE IS RELEASING LEGAL RIGHTS FOR HIMSELF/HERSELF AND HIS/HER HEIRS BY SIGNING IT.

PARTICIPANT FURTHER EXPRESSLY AGREES THAT THE FOREGOING AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY LAW AND THAT IF ANY PORTION OR PARAGRAPH IS HELD INVALID, THE BALANCE SHALL CONTINUE IN FULL FORCE AND EFFECT.

	↓↓Please provide information in the spaces below↓↓ Please print participant name and info <u>OR</u> if a minor, print responsible party name
Address	
City, State	
Telephone	
Email	

Signature of participant Date Age of participant

THIS SECTION BELOW IS ONLY REQUIRED IF PARTICIPANT IS A MINOR

On behalf of the above person, who is a minor, I agree for said minor and myself to be bound by all terms and conditions of the foregoing agreement, including to INDEMNIFY AND HOLD HARMLESS CPMR as set forth above.

Signature of Parent, Guardian or Resis under 18 years of age Date Age of parent