

RELEASE OF LIABILITY AND INDEMNITY AGREEMENT

1. I or my child (collectively, "I," "me," or "my") have voluntarily applied to participate in winter activities, summer activities, and all other associated recreational activities at Squaw Valley Resort and/or Alpine Meadows Resort. I understand that these activities can be **DANGEROUS AND INVOLVE THE RISKS OF INJURY AND DEATH**. These activities include but are not limited to skiing, snowboarding, ice skating, tubing, racing, roller skating, roller blading, hiking, biking, zip lining, slack lining, climbing, and dry land training; as well as participation in mini-snowmobile use, lagoon/pool/spa use, yoga, tennis, broomball, hockey, disc golf, special events, instruction, and/or any other recreational activities offered at Squaw Valley Resort and/or Alpine Meadows Resort (collectively, "Sports").

2. I understand that the **Sports involve numerous risks** including, but not limited to, including, but not limited to, the risks posed by changes in terrain and snow conditions; surface and subsurface snow conditions; icy, firm, or hard snow; unmarked obstacles; thin snow cover; bare spots; bumps; moguls; stumps; forest growth and debris; erosion control devices; rocks; cliffs; steep terrain; deep snow; avalanches and avalanche debris; and other hazards, whether the risks are obvious or not. I also understand that the Sports involve risks posed by loss of balance; loss of control; falling; sliding; and collisions with trees, rocks, fences, racing gates, finish posts, timing equipment, terrain features (natural or man-made), other participants and/or spectators, snowmaking or snowgrooming equipment and their components, snowmobiles and other over snow vehicles, and all manmade or natural obstacles (padded or not) whether they are obvious or not. Other risks include steep, slippery, and uneven roads and trails containing ledges, sand, mud, grass, water bars, bumps, ruts, and brush (all of which can be hidden or obscured by vegetation). I further agree that my equipment must be in good condition, but even so it poses risks to me if it develops problems during use. I understand that falls are common while participating in the Sports and during use of the facilities. Minor injuries can become life threatening when they occur far away from rescue personnel or when alone. I understand that it may take a significant amount of time for rescue personnel to locate and reach an injured person.

3. I understand that if I enter a terrain park, I should read the sign(s) at the entrance to the park. I must inspect the elements and terrain before I ski or ride over them to evaluate the risks and degree of difficulty before participating. I understand that throughout the day snow conditions and terrain features will change. I am solely responsible for knowing and understanding my ability to encounter all terrain features.

4. Despite the risks involved in the Sports and as consideration for being allowed to participate in the Sports, **I AGREE TO EXPRESSLY ASSUME ANY AND ALL RISK OF INJURY OR DEATH** that might be associated with my participation in the Sports and use of the facilities at Squaw Valley Resort and/or Alpine Meadows Resort including, but not limited to, terrain parks and their features, the High Camp premises, chairlifts, the Tram, the Funitel, and other mountain transportation, rental equipment, and traveling beyond any ski area boundary (collectively in this agreement, "use of the facilities" or "use the facilities").

5. **I AGREE TO RELEASE FROM LIABILITY AND TO NEVER SUE** Squaw Valley Resort, LLC, Alpine Meadows Ski Resort, LLC, Squaw Valley Ski Holdings, LLC, Squaw Valley Real Estate, LLC, Squaw Creek Associates, LLC, California Tahoe Conservancy, the U.S. Department of Agriculture Forest Service, and their respective owners, investors, members, landowners, sponsors, and parent, subsidiary and affiliated companies, and all their respective managers, directors, employees, agents, representatives, and contractors (collectively in this agreement, "Ski Area") for any damage, injury or death to me arising from participation in the Sports or use of the facilities, regardless of cause, including the alleged **NEGLIGENCE** of the Ski Area.

6. I understand that this release of liability will prevent me, my child, and my heirs from filing suit or making any claim for damages in the event of injury or death arising from my participation in the Sports or use of the facilities. I understand this is a release of liability that will apply whenever I participate in the Sports or use the facilities. If I, my child, or any legal representative files a claim or a lawsuit arising out of my participation in the Sports or use of the facilities, **I AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS** the Ski Area for any damages, attorney's fees or costs arising out of such a claim or a lawsuit.

7. Any pass/ticket received in conjunction with this agreement is not transferable and may only be used by the participant. If I am provided with or rent equipment with the activities, I accept the equipment "as is" and accept full responsibility for the care of the equipment while in my possession. I agree that I am responsible for the full replacement value of equipment not returned. I agree to pay for any damage that exceeds normal wear and tear.

8. The Ski Area routinely collects images, content and data for commercial purposes and patrons may be readily identifiable in these images, content or data. I grant exclusive permission to the Ski Area to use my likeness and my content for the purpose of publicity, public relations, social media sharing or other commercial purposes without compensation and without restriction as to frequency and duration.

9. **MINORS:** In the event of a medical emergency to my child, I authorize the Ski Area to provide emergency first aid treatment and/or refer treatment to a duly licensed physician, dentist or other medical care to my child. This care may be given under whatever conditions are necessary to preserve the life, limb or well-being of my child. I understand that my child may be riding lifts alone or with other children or adults while enrolled in group lessons or semi-private lessons. Please advise a supervisor if you do not want your child to ride a chairlift.

10. I agree that this agreement is severable and that if any clause is found to be invalid, the balance of the contract will remain in effect, valid, and enforceable. I agree that any action arising from or related to this agreement must be brought only in Placer County (state court) or the U.S. District Court for the Eastern District of California (federal court) as venue. This agreement is subject to and interpreted under the laws of the State of California.

<u>ADULT PARTICIPANT (PRINT)</u>	<u>DOB</u>	<u>SIGNATURE</u>	<u>DATE</u>
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<u>PARTICIPANT'S SPOUSE (PRINT)</u>	<u>DOB</u>	<u>SIGNATURE</u>	<u>DATE</u>
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Prospective participants under the age of 18 years are required to have a parent or legal guardian read and also sign, verifying that he/she is the parent and/or legal guardian of the minor, that the minor is in good health, and that there are no special problems associated with the care of the Child.

<u>PRINT NAME OF MINOR NO. 1</u>	<u>DOB</u>		<u>AGE</u>
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<u>PRINT NAME OF MINOR NO. 2</u>	<u>DOB</u>		<u>AGE</u>
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<u>PRINT NAME OF MINOR NO. 3</u>	<u>DOB</u>		<u>AGE</u>
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<u>PRINT NAME OF MINOR NO. 4</u>	<u>DOB</u>		<u>AGE</u>
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<u>SIGNATURE OF PARENT/LEGAL GUARDIAN</u>	<u>DOB</u>		<u>DATE</u>
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<u>EMAIL</u>	<u>PHONE</u>	
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THIS IS A RELEASE OF LIABILITY—DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS

GUEST NAME (LAST, FIRST): _____