

or liabilities whatsoever arising from or related to participation in any of the Activities, and any loss, damage or injury, including death, that may be sustained by me or any of the Releasors, or caused by others or their property by me or to the Releasors, or brought by me or by the Releasors. I agree to pay all costs, including reasonable attorneys' fees and disbursements, incurred by any Released Party in defending an investigation, claim or suit brought on my or any Releasors behalf as a result of my or any Releasor's participation in an Activity. **I understand and agree that by accepting this Agreement on behalf of any person other than myself, I am representing and warranting that I am legally authorized to execute this Agreement as either the parent or legal guardian of that person and/or Minor Participant(s), or that I have been given the express authority and permission from that other person to accept the terms and conditions of this Agreement on each of their behalf, and I further understand that by doing so I am agreeing to PERSONALLY INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties from and against any and all claims brought by or on behalf of the Minor Participant(s), or any person on whose behalf I have executed this Agreement, should they refuse to accept or carry out the terms and conditions of this Agreement.** Additionally, I AGREE that this Agreement will be immediately admissible into evidence in response to any claim or lawsuit filed by Releasors or on Releasors' behalf.

5. I AGREE that if the Released Parties believe that my behavior or conduct is inappropriate or unsafe, they have the right to suspend or revoke my Pass without my having any right of refund or reimbursement.

6. I AGREE that the Pass is non-assignable, non-refundable and cannot be transferred to another person or time period beyond the terms of the Pass. There are no exceptions, other than those available if Pass Protection is separately purchased. Use of my Pass by anyone other than me shall constitute fraud and will result in the immediate loss of all related privileges without compensation and may result in criminal prosecution.

7. I AGREE that if I travel beyond a resort boundary, I assume all risks associated with backcountry travel, including the risk of avalanches. I AGREE that I may be charged for any rescue, if available, beyond a resort boundary.

8. I AGREE to read and follow each and every rule stated in Your Responsibility Code, Cross Country Responsibility Code, Freestyle Terrain Users' Responsibilities, and sections 602(r) and 653i of the California Penal Code, as applicable. This Agreement shall apply to and cover any and all damages, and other claims or rights of action, whether known, unknown, speculative or ascertained in the future, and I and all Releasors expressly waive all rights under section 1542 of the Civil Code of the State of California, which provides as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

9. I AGREE to grant to Resorts and their advertising and promotion agencies the right to use and publish worldwide and in perpetuity, in any and all forms of media now known or hereafter devised, including without limitation online and in social media, without approval or compensation, my image and/or performance captured at the Resorts.

10. In executing this Agreement, I declare under penalty of perjury under the laws of the State of California that I am doing so only for myself, Minor Participant(s) and/or on behalf of persons for whom I have authority to execute. In the event that I execute this Agreement on behalf of another person, and in the event that the other person brings a claim against Released Parties, I AGREE to defend, indemnify and hold harmless Released Parties as fully set forth in Paragraph 4 above.

11. This Agreement shall be binding to the fullest extent permitted by law. If any provision of this Agreement is found to be void or unenforceable as a matter of law, it shall be deemed severed from this Agreement, and the remaining terms shall survive and remain in full force and effect. **I REPRESENT AND ACKNOWLEDGE THAT A) I HAVE THE LEGAL CAPACITY TO ENTER INTO THIS AGREEMENT UNDER APPLICABLE LAW; AND B) IF A PARENT, LEGAL GUARDIAN, SPOUSE OR OTHER REPRESENTATIVE, THAT I AM LEGALLY AUTHORIZED TO SIGN AND THAT I AM SIGNING THIS AGREEMENT ON BEHALF OF OTHER RELEASOR(S) NAMED BELOW, AND THAT OTHER RELEASOR(S) WILL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT. I UNDERSTAND AND AGREE THAT IF THIS AGREEMENT IS NOT SIGNED ON BEHALF OF OTHER RELEASOR(S), OTHER RELEASOR(S) SHALL NOT PARTICIPATE IN ANY ACTIVITY USING THE PASS.** This Agreement shall be binding upon my and each Releasor's assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives.

12. In consideration for Releasors participation in the Activities and use of the Pass, I agree on my own behalf and on behalf of all Releasors that, to the fullest extent permitted by law, **ALL** claims arising from or related to participation in the Activities and use of the Pass(es), including for **INJURY TO PERSON OR PROPERTY AND/OR DEATH**, and this Agreement, shall be **GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA** and that **EXCLUSIVE JURISDICTION** in the United States shall be in the Superior Court of San Bernardino County, State of California. **THIS IS A BINDING AGREEMENT – DO NOT SIGN IT UNLESS YOU AGREE TO BE BOUND BY ITS TERMS.**

I HAVE CAREFULLY READ THIS AGREEMENT, UNDERSTAND ITS CONTENTS, AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE. By clicking "I AGREE" or by signing below, I warrant THAT I HAVE THE AUTHORITY AND EXPRESS CONSENT TO SIGN THIS AGREEMENT ON MY OWN BEHALF AND ON BEHALF OF ALL OTHER RELEASORS NAMED IN THIS AGREEMENT.

Executed this _____ day of _____, 201__

PRINT Participant's Name

Participant's Signature (if 18 or older)

_____/_____/_____
Participant's date of birth

PRINT Name of PARENT or LEGAL GUARDIAN (if applicable)

Signature of PARENT or LEGAL GUARDIAN

PRINT Name of MINOR PARTICIPANT

_____/_____/_____
Minor Participant's Date of Birth

PRINT Name of MINOR PARTICIPANT

_____/_____/_____
Minor Participant's Date of Birth

PRINT Name of MINOR PARTICIPANT

_____/_____/_____
Minor Participant's Date of Birth

PRINT Name of MINOR PARTICIPANT

_____/_____/_____
Minor Participant's Date of Birth