

WINTER ACTIVITIES WARNING, ASSUMPTION OF RISK, FULL RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

1. The person for whom this Winter Pass ("Pass") is purchased shall be referred to hereinafter as "Participant". The "Undersigned" means only the Participant when the Participant is age 18 or older **OR** it means both the Participant and the Participant's parent or legal guardian when the Participant is under the age of 18. The Undersigned agree and understand that participating in **SKIING** (on any type of device to slide on snow or ice), **SNOWBOARDING** and **USING SKI AREA FACILITIES**, including the **BASE AREAS AND PARKING LOTS, LIFTS, ALL SKIING TERRAIN, TERRAIN PARKS** and **RACE COURSES** for any purpose, including the **ADDED RISK** of **NIGHT** participation, riding the **MOUNTAIN COASTER**, riding in **RESORT VEHICLES** and participating in **ALL OTHER** Recreational activities available through the Pass (hereinafter all named an unnamed facilities and activities referred to **JOINTLY** as "**ACTIVITY**") can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY OR DEATH**.

2. The Undersigned recognize that **FALLS AND COLLISIONS** occur and **INJURIES** are a common and ordinary occurrence of the **ACTIVITY**. **RECOGNIZING THESE RISKS**, the Undersigned **VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY**. Additionally, because of the related risks, the Undersigned **AGREES** they are **RESPONSIBLE** for obtaining life, accident and health **INSURANCE BEFORE THEY** or any **MINOR PARTICIPATE** in the **ACTIVITY**. The additional **RISK OF THE COVID 19 VIRUS** is also a risk when participating in the **ACTIVITY**. We are doing our best to stay informed of best practices to protect against this risk, however, there **IS NO CERTAIN WAY TO PROTECT PARTICIPANT FROM COVID 19 WHEN PARTICIPATING IN THE ACTIVITY**. The Undersigned **RECOGNIZES THIS ADDED RISK AND VOLUNTARILY CHOOSES TO TAKE PART IN THE ACTIVITY DESPITE THE ADDED RISK AND AGREES THIS RISK OF ILLNESS OR DEATH IS INCLUDED IN THE FULL RELEASE OF LIABILITY AND INDEMNIFICATION IN THIS AGREEMENT. IF YOU DO NOT WANT TO TAKE THIS ADDED RISK, DO NOT SIGN THIS AGREEMENT OR PARTICIPATE IN THE ACTIVITY**.

3. In consideration of allowing Participant to participate in the **ACTIVITY** the Undersigned agree to **ASSUME ALL RISKS** associated with the Undersigned's participation in the **ACTIVITY**. Additionally, the Undersigned hereby agree to **FULLY RELEASE, DEFEND AND INDEMNIFY** Purgatory Recreation I, LLC and Purgatory Recreation Management, LLC, (jointly d/b/a "Purgatory Resort"), Sipapu Recreation Development, II, LLC, d/b/a Sipapu Ski & Summer Resort, Pajarito Recreation, LP, d/b/a Pajarito Mountain Ski Area, Arizona Snowbowl Resort, L.P., Hesperus Recreation I, LLC (d/b/a Hesperus Ski Area), Brian Head Recreation I, LLC, and Nordic Valley Recreation, L.P., their affiliated organizations and companies, the United States, its agencies, and all of their respective insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each and all hereinafter jointly and individually "**RELEASED PARTY**") from **ANY AND ALL LIABILITIES** and/or claims for **INJURY OR DEATH** to persons or damage to property arising from Participant's engagement in the **ACTIVITY**, **INCLUDING THOSE CLAIMS BASED ON ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE, BREACH OF CONTRACT OR STATUTE OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY**.

4. By signing this agreement, the Undersigned **AGREE NOT TO SUE** any **RELEASED PARTY** and agree they are **releasing any right to** make a claim or **file a lawsuit** against any **RELEASED PARTY**. The Undersigned further **AGREE TO DEFEND AND INDEMNIFY** each **RELEASED PARTY** for any and all claims of the Undersigned arising in whole or in part from the Undersigned's participation in the **ACTIVITY** and **AGREE TO PAY** all costs, judgments, settlements and attorney's fees incurred by any **RELEASED PARTY** in defending a claim or suit related in any way to Undersigned's use of the Pass or participation in the **ACTIVITY**, which includes all Base Area and Parking Lots as defined above.

5. In consideration of being able to use the Pass to access ski area facilities and participating in the **ACTIVITY**, the Undersigned agree that **ANY AND ALL DISPUTES ABOUT THE VALIDITY OF THIS CONTRACT** will be **GOVERNED EXCLUSIVELY BY THE LAWS OF THE STATE OF COLORADO** and that **ANY AND ALL CLAIMS** for injury and/or death or arising from this Pass contract, use of the Pass or participation in

the **ACTIVITY** shall be **GOVERNED BY THE LAWS OF THE STATE IN WHICH THE PARTICIPANT IS USING THE PASS** at the time any injury, death or other claim arises and **EXCLUSIVE JURISDICTION** of any dispute, claim or lawsuit shall be in the **STATE DISTRICT COURT OF THE COUNTY WHERE the ACCIDENT, INJURY, DEATH or other CLAIM OCCURRED** .

6. In the case of a **MINOR** Participant, the Undersigned parent or legal guardian acknowledges that he/she is also signing this Agreement on behalf of the minor and that the **MINOR SHALL BE BOUND** by all the terms of this Agreement, including the **RELEASE**. Additionally, **BY SIGNING THIS RELEASE AS THE PARENT OR LEGAL GUARDIAN OF A MINOR Participant, THE PARENT OR LEGAL GUARDIAN UNDERSTANDS THAT HE/SHE IS WAIVING CERTAIN 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 Participant would **NOT** be permitted to participate in the **ACTIVITY** accessed through the use of this Pass. By signing this Agreement without a parent or guardian's signature, the Participant represents that they are at least 18 years of age, and, if signing as the parent or guardian of a minor Participant, you represent that you are the **LEGAL** parent or guardian of the minor Participant.

7. 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 Undersigned's **INTENT** that this Agreement shall be **BINDING** upon the assignees, subrogers, family members, other parents or legal guardians of any Minor, heirs, next of kin, executors and personal representatives of the Undersigned and that it **INCORPORATES** all terms of the **PASSHOLDER RULES AT EACH RESORT**.

8. The Undersigned acknowledge and understand that the description of the **RISKS LISTED ABOVE ARE NOT COMPLETE** and that participating in the **ACTIVITY**, whether or not described, may be **DANGEROUS** and may also include risks which are inherent and/or which **CANNOT BE REASONABLY AVOIDED** without changing the nature of the **ACTIVITY**. By signing this document, the Undersigned recognize and **AGREE** that property loss, **INJURY, SERIOUS 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 Participant TO PARTICIPATE AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE**.

9. The Undersigned **AGREES** that this **AGREEMENT** is **EFFECTIVE** during **EACH AND EVERY USE** of the **PASS** granted herein **UNTIL REVOKED IN WRITING BY THE UNDERSIGNED and COUNTERSIGNED** by an **AUTHORIZED REPRESENTATIVE** of **EACH Ski Area RELEASED PARTY**.

10. **ADDITIONAL AGREEMENT WHEN USING THE PASS IN COLORADO:** The Undersigned are advised that a person using **ANY OF THE FACILITIES** of the ski area is considered a **SKIER**. The Undersigned acknowledge and understand the following **WARNING** concerning the dangers and risks of skiing and understand that the Participant, as a "skier" under Colorado law, **ASSUMES THE FOLLOWING RISKS: WARNING - UNDER COLORADO LAW, A SKIER ASSUMES THE RISK OF ANY INJURY TO PERSON OR PROPERTY RESULTING FROM ANY OF THE INHERENT DANGERS AND RISKS OF SKIING AND MAY NOT RECOVER FROM ANY SKI AREA OPERATOR FOR ANY INJURY RESULTING FROM ANY OF THE INHERENT DANGERS AND RISKS OF SKIING, INCLUDING: CHANGING WEATHER CONDITIONS; EXISTING AND CHANGING SNOW CONDITIONS; BARE SPOTS; ROCKS; STUMPS; TREES; COLLISIONS WITH NATURAL OBJECTS, MAN-MADE OBJECTS, OR OTHER SKIERS; VARIATION IN TERRAIN; AND THE FAILURE OF SKIERS TO SKI WITHIN THEIR OWN ABILITIES**.

11. **ADDITIONAL AGREEMENT WHEN USING THE PASS IN NEW MEXICO:** All use of this Pass is subject to NMSA **24-15-1 et seq.** (the New Mexico Ski Safety Act) and may be subject to Code of Federal Regulations **261** and The Skier Responsibility Ordinance of Taos County.

12. **ADDITIONAL AGREEMENT WHEN USING THE PASS IN ARIZONA:** All use of this Pass is subject to A.R.S. 5-701 et seq. (2012).

13. **ADDITIONAL AGREEMENT WHEN USING THE PASS IN UTAH:** The Undersigned are advised that a person using any of the facilities of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Participant, as a skier under Utah law, **ASSUMES ALL INHERENT DANGERS AND RISKS AND IS BARRED FROM MAKING ANY CLAIM OR RECOVERING FROM ANY SKI AREA OPERATOR FOR INJURIES RESULTING FROM INHERENT RISKS OF SKIING**, as provided by the Utah Ski Safety Act.

THIS IS A CONTRACT. DON'T SIGN IT IF YOU DON'T UNDERSTAND IT. IT IS A FULL RELEASE, WHICH MEANS YOU CAN'T SUE IF HURT. IT IS AN INDEMNITY CONTRACT, WHICH MEANS IF YOU BREAK THIS CONTRACT AND SUE, YOU WOULD HAVE TO PAY ATTORNEYS FEES AND COSTS AS WELL AS ALL OTHER MONEY EXPENSES. IF YOU DON'T WANT TO BUY THIS WINTER PASS AND SIGN THIS FULL RELEASE OF LIABILITY AND INDEMNITY AGREEMENT, YOU CAN PAY REGULAR DAILY TICKET RATES FOR THE ACTIVITY.

I HAVE CAREFULLY READ THE FOREGOING PASS USE WARNING, ASSUMPTION OF RISK, FULL RELEASE OF LIABILITY AND INDEMNIFICATION AGREEMENT FOR WINTER ACTIVITIES. I UNDERSTAND ITS CONTENTS, AND AM AWARE THAT I AM RELEASING CERTAIN LEGAL RIGHTS THAT I OR ANY MINOR FOR WHOM I AM SIGNING OTHERWISE MAY HAVE. THE UNDERSIGNED AFFIRMS UNDER PENALTY OF PERJURY AND SUBJECT TO THE INDEMNITY PROVISIONS OF THIS AGREEMENT THAT THEY ARE THE PERSON WHOSE NAME AND DATE OF BIRTH APPEAR ON THIS FORM, WHETHER ELECTRONIC OR WRITTEN, REQUESTING THAT A PASS BE ISSUED IN THEIR NAME OR THEY ARE THE PARENT OR LEGAL GUARDIAN OF ANY MINOR WHOSE NAME AND DATE OF BIRTH APPEAR ON THIS FORM AND FOR WHOM THEY ARE REQUESTING A PASS BE ISSUED.

I acknowledge that I have received a copy of, read and agree to the Passholder Rules.

2021-2022 PASSHOLDER RULES

The following rules and conditions are the terms for all Pass and Ticket use and purchases. By reading and acknowledging the same, the purchaser (herein after referred to as "Passholder") agrees and accepts his/her contractual obligation.

1. This Pass shall remain the property of each involved Released Party ski area ("Released Party" herein has the same meaning as in the applicable Winter, Summer and Biking and Non-Winter Recreational Activities Warning, Assumption of Risk, Full Release of Liability and Indemnification Agreement acknowledged and signed in conjunction with these Passholder Rules) and is **NOT TRANSFERABLE AND NON-REFUNDABLE**.

2. If the pass is used by anyone other than the person named thereon, or, if there is misrepresentation of age or dependent status, it will result in termination of lift/pass privileges and/or prosecution under the applicable state statutes. The pass must be shown to the ticket checker or lift attendant prior to boarding any lift in winter or using any Recreational Activity in the summer. Refusal to comply will be considered misuse of the Pass and the Pass may be revoked without refund. Broken or scratched passes will not be accepted. If there is a notable change in your appearance (i.e., shaved head), you may be asked to return to the Ticket Office to have a new photo taken. Lost or stolen passes must be reported immediately to the Ticket Office of the involved ski area. A lost or stolen pass will be replaced one time only and **A REPLACEMENT FEE** will be charged.

3. **DO NOT FORGET TO BRING YOUR PASS.** If you do forget, you will be charged a fee for a daily replacement ticket at the applicable ski area rate.
4. No warranty is expressed or implied as to weather conditions, which can vary greatly and affect daily or seasonal operation.
5. Due to parking capacity limits, parking privileges at the ski area is not guaranteed to passholders.
6. The ski area operator shall have the right to confiscate or revoke the privileges conferred by the Pass where, in the sole judgment of its representative, the Passholder: 1) uses public vulgarity and/or threatening gestures towards **ANY** employee or guest; 2) enters into or skis in a "**CLOSED**" area; 3) acts in any manner that endangers or may endanger the safety of Participant or any other person; 4) violates the law; 5) provides ski lessons or related services for compensation without express authorization; 6) engages in misconduct, damages ski area property or creates a nuisance; 7) repeatedly or flagrantly fails to comply with the standards of skiing/riding in posted **SLOW ZONES**; or 8) uses the pass in a fraudulent manner. Such acts may also be prosecuted as a criminal offense. Other violations may be subject to Forest Service rules, and may involve fines and/or loss of privileges.
7. The Passholder **AGREES TO READ** and **COMPLY WITH ALL RULES** contained on **SIGNAGE** at the **LOCATION** of the **ENTRY** to each **SKI LIFT** and **EACH RECREATIONAL ACTIVITY**. The Passholder recognizes that **HELMETS ARE REQUIRED** on ziplines and **HIGHLY RECOMMENDED** for skiing, snowboarding, mountain biking and diggler riding and that the Passholder should consider wearing a helmet and body armor **AT ALL TIMES** while participating in these **ACTIVITIES**. The Passholder recognizes that when **DOWNHILL BIKING AND DIGGLER RIDING**, body armor is **HIGHLY RECOMMENDED** and Passholder should wear body armor **AT ALL TIMES** while participating. The Passholder understands and agrees that a helmet and/or body armor **IS IN NO WAY A GUARANTEE OF SAFETY**, and that no helmet or body armor can protect the wearer against all foreseeable impacts to the head and/or body, and that many of the events included in the **ACTIVITY** and other related activities can expose the user to forces that exceed the limits of protection provided by helmet and/or body armor. The Passholder also understands that the helmet and/or body armor **DOES NOT GUARD AGAINST** injury to the neck, spine, or any other part of the body, and that these limitations are **INHERENT RISKS** of the **ACTIVITY**.
8. **ADDITIONAL AGREEMENT WHEN USING THE PASS IN COLORADO:** Loading a lift while intoxicated, leaving the scene of a collision, of which you are involved, ducking boundary ropes or skiing or snowboarding in any closed areas are violations of Purgatory Resort's regulations and Colorado Senate Bill 90-80. Such violations are a Class 2 petty offense and, upon conviction, may be punished by a **FINE OF UP TO \$1000**. The above violations, as well as reckless or careless skiing or snowboarding and cutting lift lines, will result in the loss of your Pass without refund.
9. **ADDITIONAL AGREEMENT WHEN USING THE PASS IN NEW MEXICO:** All use of this Pass is subject to NMSA § 24-15-1 et seq. (the New Mexico Ski Safety Act) and may be subject to Code of Federal Regulations § 261 and The Skier Responsibility Ordinance of Taos County.
10. **ADDITIONAL AGREEMENT WHEN USING THE PASS IN ARIZONA:** All use of this Pass is subject to A.R.S. § 5-701 et seq. (2012).
11. **ADDITIONAL AGREEMENT WHEN USING THE PASS IN UTAH:** All use of this Pass is subject to the Utah Code Annotated 78B-401 et seq. (the Utah Ski Safety Act). The Undersigned are advised that a person using any of the facilities of the ski area is considered a skier. The Undersigned acknowledge and understand the dangers and risks of skiing and understand that the Participant, as a "skier" under Utah law, **ASSUMES ALL INHERENT DANGERS AND RISKS AND IS BARRED FROM MAKING ANY CLAIM OR RECOVERING FROM ANY SKI AREA OPERATOR FOR INJURIES RESULTING FROM INHERENT RISKS OF SKIING**, as provided by the Utah Ski Safety Act.

12. The Passholder gives **FULL PERMISSION** for any Released Party to use **ANY AUDIO OR VISUAL MATERIALS** of the Passholder or any minor(s) taken at the resort, and release the use of any audio or visual materials taken, or on file, for any uses by the ski area, of Passholder or minor(s) for whom Passholder is responsible. Passholder understands that all said images and sound recordings shall constitute the property of the Released Party ski area, solely and completely.

13. The Passholder represents that he/she are in good health and there are no special problems associated with his/her participation in **ANY** ski area activities. The Passholder authorizes any **RELEASED PARTY** and/or their authorized personnel to call for medical care for the Passholder or to transport the Passholder to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed. The Passholder agrees that upon his/her transport to any such medical facility or hospital that the **RELEASED PARTY** shall not have any further responsibility for the Passholder. Further, the Passholder agrees to pay all costs associated with such medical care and related transportation provided for the Passholder and shall indemnify and hold harmless all **RELEASED PARTY** from any costs incurred therein, or any claims arising therefrom.

14. Each involved ski area reserves the **RIGHT TO REVOKE** your Pass **WITHOUT A REFUND** for violation of any of the above rules and conditions. Any violation of the above rules may be subject to criminal penalties under applicable State and Federal laws.