

WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY & WAIVER OF CERTAIN LEGAL RIGHTS.

1. The person who is taking part in any SIPAPU SKI AND SUMMER RESORT activity or event, including the **CARDBOARD DERBY COMPETITION**, 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 taking part in the **CARDBOARD DERBY COMPETITION**, which includes **SLIDING ON THE SNOW ON A SELF-CONSTRUCTED DEVICE WITH NO SAFETY FEATURES INCLUDING THE ABILITY TO BRAKE**, or other RESORT events, skiing and snowboarding, training, skiing and snowboarding competition and racing and/or using any of the facilities of the ski area, including but not limited to use of the lifts, ski slopes, trails, features and other equipment, for any purpose (hereinafter the "Activity"), can be **HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH**.

2. 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 New Mexico law, **ASSUMES ALL INHERENT DANGERS AND RISKS** as provided by the New Mexico Ski Safety Act (hereinafter "Act") including:

Under New Mexico 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 snowboarding and may not recover from any ski area operator for any injury resulting from any of the inherent dangers and risks of skiing including: variations in terrain; snow or ice conditions; bare spots; rocks, trees or other forms of forest growth or debris; lift towers and components thereof, pole lines and snow-making equipment. Each skier shall have the sole individual responsibility for knowing the range of his own ability to negotiate any slope or trail, and it is the duty of each skier to ski within the limits of the skier's own ability, to maintain reasonable control of speed and course at all times while skiing, to heed all posted warnings, to ski only on a skiing area designated by the ski area operator and to refrain from acting in a manner which may cause or contribute to the injury of anyone. Responsibility for collisions by any skier while actually skiing, with any person or object, shall be solely that of each individual involved in the collision.

3. The Undersigned further understand and agree that in signing this Agreement, the Undersigned are expressly **acknowledging and assuming additional risks and dangers that may result in property damage, physical injury and/or death, including but not limited to:** Falling; **sliding at high speeds with no ability to brake or control speed**; avalanches; cornices; suffocation; crevasses; drills; exercises; free skiing; following the direction of event officials; suffocation; equipment failure; equipment malfunction; equipment damage; Participant's improper use of equipment; Participant's use of his/her own personal equipment; Participant's failure to maintain or otherwise upkeep his/her own personal equipment; slick or uneven surfaces; slipping; tripping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; marked and unmarked obstacles; drones or other mobile or aerial viewing or video equipment which may be encountered at any time; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Participant or another acting in a negligent manner that may cause and/or contribute to injury to Participant or others, such as selecting terrain that exceeds his/her ability and not acting within such ability; Participant's failure to comply with signage; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with snowmobiles and/or other motor vehicles; becoming lost or separated; lack of shelter; lift loading, unloading, and riding; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Participant's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; drowning; altitude sickness; frostbite; & mental distress from exposure to any of the above.

Undersigned AGREES it is my **SOLE RESPONSIBILITY** to view the venues of this Activity **BEFORE** participating and to not participate or allow any **MINOR** to participate, if the venues of this Activity or adjacent areas or conditions are not to my satisfaction and **I AGREE** as follows:

I ACKNOWLEDGE UNDERSTAND AND AGREE that **PARTICIPATING IN THE CARDBOARD DERBY, sledding on the snow on a self-constructed contraption with no safety features, including the ability to brake** (with the possibility of aerial or off- snow maneuvers) and related activities, are **EXTREMELY HAZARDOUS** activities that have many dangers and risks, even more dangers and risks than are involved in skiing, and may result in **INJURY** or **DEATH** to Undersigned, and that I have made a voluntary choice to participate or to allow my Minor to participate in the Activity **DESPITE THE EXTREME RISKS** that it presents, that include collisions and falls as a high probability, that any netting, fencing or other devices erected are designed **ONLY TO PROTECT SPECTATORS** and are **NOT DESIGNED TO PROTECT PARTICIPANTS**, that it is possible that the Undersigned might leave the course, collide with other persons or structures on or off the course or lose control and fall on the course, etc. I understand and acknowledge that this list is **NOT COMPLETE OR EXHAUSTIVE** and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness, or damages.

4. Undersigned assumes the responsibility of maintaining **CONTROL** at all times while engaging in the Activity. Undersigned is responsible for reading, understanding and complying with all signage, including instructions on use of lifts. Undersigned must have the physical dexterity and knowledge to safely load, ride and unload the lifts and to **COMPETE** in the **ACTIVITY**. Undersigned assumes the risks of riding the lifts and engaging in activities accessible from the lifts. The Undersigned are advised that snowmobiles, snowmaking, and snow-grooming equipment may be **ENCOUNTERED AT ANY TIME**, and the Undersigned recognize that **FALLS AND COLLISIONS** occur and **INJURIES** are a common and ordinary occurrence of the Activity.

5. 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 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 IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

6. In the case of a **MINOR** Participant, 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 Participant, the parent or legal guardian understands that he/she is also **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.

7. The Undersigned agree that the Participant is a competitor **AT ALL TIMES**, whether practicing for competition or in competition. The Undersigned understand that the Undersigned has the opportunity to inspect the course and/or competition course and surrounding areas prior to participating in the Activity and that the Undersigned **assumes the risk of all course conditions**, including but not limited to course construction, barriers or the lack thereof, padding or the lack thereof, fencing or the lack thereof, areas adjacent to the course, layout and obstacles. **RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE ACTIVITY, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT OR OTHERWISE.**

8. In consideration for allowing the Undersigned to participate in the Activity, **THE UNDERSIGNED HEREBY FULLY RELEASE AND AGREE NOT TO SUE** Sipapu Recreation Development II, LLC., the United States Forest Service, the equipment manufacturers or distributors, any Event sponsors or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, and shareholders (each hereinafter a "Released Party") for any injury or loss to Undersigned, including death, which Undersigned may suffer, arising in whole or in part out of Undersigned participation in the Activity. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party**. Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Undersigned participation in the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT or STATUTE and/or express or implied WARRANTY.**

9. By execution of this Agreement, the Undersigned also **AGREE TO DEFEND AND INDEMNIFY/REIMBURSE** each Released Party from any and all claims of the **Undersigned, any MINOR and/or any third party** arising in whole or in part from Participant's participation in the Activity, including paying all of the Released Party's attorney fees and other legal or other costs.

10. Undersigned **AUTHORIZE** Sipapu's authorized personnel to call for medical care for Undersigned and to transport Undersigned to a medical facility or other emergency medical service location if, in the opinion of such personnel, Undersigned need medical attention. Undersigned **AGREE** that upon transporting to such facility or personnel, all responsibility of Sipapu shall be totally fulfilled and Sipapu shall have no responsibility for Undersigned or the medical care. Further, Undersigned **AGREE** to pay all costs associated with such transportation and medical care, and agree to indemnify and hold harmless Sipapu of and from any costs incurred in connection therewith, in accordance with this Agreement. Undersigned **UNDERSTAND** and **AGREE** that Undersigned is responsible for obtaining **LIFE, ACCIDENT and HEALTH INSURANCE BEFORE** participating in the Activity or allowing any **MINOR** to participate.

11. In consideration for allowing Undersigned to participate in the Activity, the Undersigned **AGREE THAT ANY AND ALL CLAIMS for injury and/or death arising from the Undersigned participation in the Activity shall be GOVERNED BY NEW MEXICO LAW and EXCLUSIVE JURISDICTION of any claim shall be the DISTRICT COURT OF TAOS COUNTY or in the FEDERAL COURT FOR THE STATE OF NEW MEXICO.**

12. In the case of a **MINOR** Participant, 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 Participant, the parent or legal guardian understands that he/she is also **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.

13. By signing this Agreement without a parent or legal guardian's signature, Participant, 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 Participant, signing adults represent that they are a **legal** parent or guardian of the minor Participant.

14. The Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law, and **shall apply to all activities and events** Participant participates in at **Sipapu Ski and Summer Resort or ANY OTHER LOCATION** at which the Activity is conducted. 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, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

15. The Undersigned gives **FULL PERMISSION** for Sipapu Ski Resort to use **ANY AUDIO OR VISUAL MATERIALS** of Undersigned or minor taken at Sipapu Ski Resort and by signing below, releases the use of any audio or visual materials taken, or on file, and for any uses by Sipapu Ski Resort of Undersigned or the minor. All said images and sound recordings shall constitute the property of Sipapu Ski Resort, solely and completely.

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 CERTAIN LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Printed Name of Participant

Signature of Participant or Parent/Legal Guardian

Date